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Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

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The Solicitors' Journal and Reporter.

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CURRENT TOPICS.

IT APPEARS from a letter which we publish elsewhere, as well as from other information which reaches us, that our suggestion with regard to interviewing candidates at the approaching general election is being taken up. We think that, on reflection and consideration of the explanations given last week, every solicitor will see that, if an effort is to be made to resist the continual efforts at encroachment so well described by Mr. MARSHALL, it will be a serious error to postpone action until measures for carrying out such encroachments have been actually introduced by a Government backed by a newly-elected and enthusiastic majority. We have over and over again pointed out that it is infinitely easier to prevent a Bill from being introduced than to stop it from passing into law when once brought in. This truth was fortunately recognized by the Council of the Incorporated Law Society in 1890, thanks to the vigour and energy of Mr. GRINHAM KEEN, the then president of the society. Shortly after the meeting of Parliament in that year, Mr. KEEN summoned a conference of representative solicitors from all parts of the country, settled all the details of the organization for resisting the anticipated Bill, and arranged for a conference with solicitors willing to serve on committees in the metropolitan constituencies. The profession was placed in battle array before the Bill was introduced, or anything had been heard of it. What was the result? Why, it leaked out through a speech at a meeting of the Building Societies Association that "the Bill *had been ready to be introduced*, but the Lord Chancellor's secretary was [subsequently] unable to name any definite time when it would be introduced." From that time to this nothing has been heard of the Bill. Suppose that the council had not taken their prudent and timely measures, the result would unquestionably have been that the Government would have pledged themselves to the Bill, and all the trouble of the organization and agitation by solicitors throughout the country would have had to be again incurred. We do not suppose that after this instance anyone will be found to contend that it is well to sleep until a measure has been actually brought in. Well, then, we now advance a further proposition—viz., that candidates are much more malleable than members, especially members during the first years of a new Parliament; and we say that if it is better and easier to prevent a measure from being introduced than to resist it when once the Government is pledged to it, the surest way to prevent the introduction of the Bills of Encroachment is for solicitors throughout the kingdom to interview candidates, lay before them fully and clearly the reasons against the Bills and against the spread of officialism, and to inquire of them whether, if elected, they will oppose measures tending in the direction suggested. What is now wanted, as our correspondent's letter shews, is a terse and pointed statement for general use of the reasons above referred to. We may probably surmise that there is somewhere laid up in lavender at the Law Institution exactly the statement which is required; and we venture to suggest that the Council of the Incorporated Law Society will add considerably to the obligations under which they have laid the profession if they will direct it to be printed and circulated for general use. The slight organization required will be easily managed by local action, but we think the council will see that it is extremely important that the reasons to be urged should be well considered and clearly stated.

IT IS NOT ANTICIPATED that the Appeal and Chancery Cause Lists will be issued in time for publication by us this week. The cases set down to be heard before the five judges of the Chancery Division include 102 before Mr. Justice CHITTY, 135 before Mr. Justice NORTH, 133 before Mr. Justice STIRLING, 126 before Mr. Justice KEKEWICH, and 161 before Mr. Justice ROMER, making a total of 657, of which number we find that 536 are witness actions, as compared with 498 in the last sittings. There

are besides eighteen petitions and summonses to be heard by Mr. Justice VAUGHAN WILLIAMS, sitting as an additional judge of the Chancery Division.

THE APPEALS set down to be heard in the Trinity Sittings are 144 in all, and they comprise 28 from the Chancery Division, 5 from the County Palatine of Lancaster, 66 from the Queen's Bench Division, 8 from the Probate, Divorce, and Admiralty Division, 3 bankruptcy appeals, and 34 cases in the new trial paper. The total is not very formidable, being only 20 in excess of the number set down for the short Easter Sittings.

IN THE Queen's Bench Division lists there are 414 actions for trial, of which number 150 are without a jury. There are 95 cases to be heard by a Divisional Court, and 20 bankruptcy cases. In the Probate, Divorce, and Admiralty Division there are 58 probate cases, 285 matrimonial cases, and 39 admiralty cases, making a total of 382.

THERE IS some reason to suppose that arrangements are in progress to further facilitate the drawing up of certain classes of orders in the Chancery Division. The direction in which these changes will tend we are not in a position to state; but if the information which reaches us is correct, they will require the authority of rules of court to carry them into effect, and we believe that a learned judge of the Chancery Division has been engaged in considering the provisions of the proposed rules. This is eminently satisfactory as affording a guarantee that nothing unworkable or inconvenient will, at all events with the sanction of the learned and experienced reviser, be found in the new rules.

THE IMPORTANT decision of the Court of Appeal in *Re North Wales Gunpowder Co.* (reported elsewhere), that the court has no power to appoint a provisional liquidator on making a winding-up order, but that, by virtue of the Winding-Up Act of 1890, the official receiver is provisional liquidator, throws fresh light on the scheme of the Legislature to alter, not merely the practice, but the whole conduct, of winding-up proceedings. The further question whether the court has power, on presentation of the petition, but before the winding-up order, to appoint a provisional liquidator, was expressly left open and remains to be decided. The case, it will be observed, came from a county court, and the county court judge had, in fact, before the winding-up order appointed a provisional liquidator—who, it is needless to add, was not an official of the Board of Trade—and then in the order for winding-up continued such provisional liquidator as the liquidator of the company. The official receiver of the county court—for it must be remembered that the myrmidons of the Board of Trade are scattered all over the country—claimed that, by virtue of the Winding-Up Act of 1890, he became, at any rate after the winding-up order, the provisional liquidator of the company, and that such part of the winding-up order as purported to continue the person originally appointed provisional liquidator was invalid. The Court of Appeal have taken this view. There is, perhaps, little doubt that such was the intention of the Legislature, with the result that these omnivorous official receivers in all cases of winding up become, after the winding-up order, provisional liquidators, and continue such until a permanent liquidator is appointed (see section 6); or, if no permanent liquidator be appointed, they become the permanent liquidator of the company. Although it is true that such official receiver may obtain the appointment of a special manager in certain cases (see section 5), this seems to involve additional expense, whereas if the provisional liquidator, whom we may assume to be specially adapted and to have some familiarity with the kind of business carried on by the company, were continued, no such additional expense need be incurred. Under the present system it is possible to conceive that a dying company may be manipulated by four different functionaries—(1) the provisional liquidator originally appointed at the date of the presentation of the petition; (2) his successor, the official receiver, who, "by virtue of his office" (section 4), becomes provisional liquidator at the date of the winding-up order; (3) the special manager whom the official receiver may have appointed to supply his own deficiencies in the knowledge of the requirements of the particular business carried on by the company; and (4) the permanent liquidator appointed by the court after the meetings of the creditors and contributories have been duly convened. If we are told that the object of the Winding-Up Act of 1890 is to save expense or facilitate the conduct of the winding up, we may answer that it may be doubted whether this object is attained by entrusting its affairs to so many individuals, one of whom is a permanent official and may be totally unacquainted with the methods of business adopted by the majority of those great commercial bodies whose affairs he is supposed to wind up.

THE ATTEMPT made by the Inland Revenue Commissioners to recover further probate duty from the executors who were the defendants in *Attorney-General* v. *Smith and Cocks* (reported elsewhere) was by no means surprising, though, under the circumstances, it was clear that it ought to fail. The testator died in 1883. Part of his estate consisted of six pictures, which were valued by a professional valuer at £1,194 10s. When the valuation was shewn to the authorities certain questions were put to the executors about it, and in particular they were asked if they would be willing to sell at that price. The answer was that the pictures were by the will made heirlooms, and so were not immediately saleable; but if the executors had been directed to sell they would have sold at the probate valuation if no higher sum had been offered. To this answer no objection was taken, and it has never been suggested that it was not perfectly *bonâ fide*. Duty was paid upon the value of the estate, including the sum of £1,194 10s., and the executors proceeded to distribute the property. They assented to the bequest of the pictures, and handed them over to trustees, and the administration was completed in 1886. Two years later the tenant for life obtained the sanction of the court to a sale of the pictures, and they realized £14,500. Hence the present proceedings, which were taken under section 32 of the Customs and Inland Revenue Act, 1881. This enacts that "if at any time it shall be discovered that the personal estate and effects of the deceased were at the time of the grant of probate or letters of administration of greater value than the value mentioned in the certificate . . . the person *acting in the administration* of such estate and effects shall, within six months after the discovery, deliver a further affidavit with an account," and this has to be stamped with the amount of the additional duty. But an obvious objection to applying this provision as against the executors in the present case is that when the discovery was made the administration of the estate had come to an end, and they could not, therefore, be regarded as persons "acting in the administration." And this construction is assisted by the language of section 31, which, in providing for the return of overpaid duty, requires the error to be ascertained "during the administration of the estate." The Divisional Court (HAWKINS and WILLS, JJ.) held accordingly that, whatever remedy the Crown might have against the legatees, it certainly had none against the executors personally.

A QUESTION of considerable nicety, as to the effect of the Arbitration Act, 1889, upon arbitrations under the Building Societies Act, 1874, has been decided by the House of Lords in *The Tabernacle Permanent Building Society* v. *Knight* (*ante*, p. 538). The latter Act provides, by section 36, that every determination by arbitrators shall be final, and shall not be subject to appeal or removable into any court of law, save that the arbitrators may, at the request of either party, state a case for the opinion of the court on any question of law. With this clause, which makes the right of the parties to have a case stated depend solely on the discretion of the arbitrators, it is necessary to compare the general provision of section 19 of the Arbitration Act, 1889. Under this any arbitrator may, at any stage of the proceedings under a reference, and shall, if so directed by the court or a judge, state in the form of a special case for the opinion of the court any question of law arising in the course of the reference;

and, by section 24, the Act is to apply to arbitrations under any previous Act, except so far as it is inconsistent therewith. In the present case the respondent KNIGHT had applied to the arbitrators to state a special case, but they had declined. Hereupon he obtained an order from the master, which was affirmed by A. L. SMITH, J., in chambers, directing them to do so; and it was the validity of this order which was in question. It is clear, of course, that the Building Societies Act, 1874, limits the mode in which the interference of the court can be invoked, and the Divisional Court (WILLS and VAUGHAN WILLIAMS, JJ.) held that this limitation was inconsistent with the enlarged power of the Arbitration Act (39 W. R. 507). "In my opinion," said WILLS, J., "the substance of section 36 of the Act of 1874 being that the only case in which this court is to have jurisdiction is where its interference is invoked by the arbitrators themselves, to say that they 'shall' state a case is inconsistent with that section." But though the Arbitration Act undoubtedly gives a power which is not contained in the earlier Act, it is doubtful whether this involves any real inconsistency, and the Court of Appeal and the House of Lords have alike decided that it does not. Lord FIELD appears to have hazarded the suggestion that it is more important to get law correct than to get it cheap, but he must have been indulging in a little pleasantry at the expense of divisional courts. The matter is one to be determined by authority rather than by any satisfactory process of reasoning, and all that can be said is that the interference of the court is not so absolutely inconsistent with the procedure of the Building Societies Act as to be excluded by section 24 of the Arbitration Act.

THE COURT OF APPEAL No. 2 recently congratulated itself, so to speak, in successfully avoiding the decision of a question of jurisdiction—the question of whether or not there is power, in the case of an officer of the court being summoned to give evidence before a special examiner in a winding up under the provisions of section 115 of the Companies Act, 1862, to order the person at whose instance he is summoned to pay his costs other his necessary expenses. In the present instance—the case being *Re Westmoreland Green and Blue Slate Co., Ex parte Sawrey*—the liquidator had not thought fit to call the witness, but one of the contributories desired to call him, and applied to the court for leave accordingly. KEKEWICH, J., gave the leave asked for, upon condition of certain terms (which were accepted) that the person summoning the witness should pay all such of his costs as the judge should think he ought to pay. The examination took place, and the costs which the contributory was eventually called upon to pay included the costs of the witness's counsel and solicitor. These costs the contributory objected to pay, and, an order for payment having been made by KEKEWICH, J., he appealed. The provisions of section 115 of the Companies Act, 1862, are that the court may, after it has made an order for winding up, summon before it any person whom it may deem capable of giving information concerning the trade, dealings, estate, and effects of the company, and if any person so summoned, after being tendered a reasonable sum for his expenses, refuses to come, having no lawful impediment, may cause such person to be apprehended. The appellant was willing to pay, and had tendered, a "reasonable sum" for his proper expenses, and it was argued on his behalf that, in the absence of any abuse of the practice of the court, either in regard to calling the witness, or in the conduct of his examination—and it was not suggested that there was either in the present case—there was no jurisdiction to make the order. The court said they need not decide whether or not there was jurisdiction to order the payment of the costs objected to, apart from the terms of the order, which expressly were that the person summoning the witness should pay all such costs as the court should think fit. It was perfectly competent to the judge to have required such an undertaking before allowing the witness to be called; and, having regard to the extreme uncertainty which, in the court's view, certainly did exist as to the question of jurisdiction apart from such an undertaking, it was at least judicious of the judge to require the undertaking, and it was a very proper thing for him to do. On that undertaking the order was properly made, and must be affirmed; and the question of jurisdiction raised must be left for the present in uncertainty.

AN INTERESTING example of the rule of priority as between persons equitably entitled is afforded by the case of *Isaac* v. *Worstencroft*, recently decided by WILLS, J. The plaintiff ISAAC and one WHITING, as trustees of a marriage settlement, advanced £1,000 upon the security of leasehold property and took an assignment of the lease. The deeds were left with WHITING, who collected the interest due on the mortgage and gave receipts for it. Subsequently WHITING, who was a solicitor in partnership with the mortgagor, allowed the latter the temporary possession of the lease for the purpose of creating an underlease in favour of the defendant WORSTENCROFT at a premium of £750. WORSTENCROFT paid this sum and took possession, but afterwards, when the fraud was discovered, WHITING retired from the trust and the remaining trustee brought the present action to recover the property. It is, of course, well settled that a legal mortgagee will be postponed to a subsequent incumbrancer where he has been guilty of fraud or of negligence so gross as to amount to evidence of fraud: *Evans* v. *Bicknell* (6 Ves. 173); though where the negligence falls short of this and amounts to "mere carelessness or want of prudence on the part of the legal owner" he is not prejudiced thereby: *Northern Counties Fire Insurance Co.* v. *Whipp* (32 W. R., at p. 629, 26 Ch. D., at p. 494). In the present case there was clearly fraud on the part of WHITING, and had he been the sole legal owner and also beneficially interested in the mortgage he would of course have been postponed. Neither of these conditions, however, was fulfilled. The legal estate was vested also in the plaintiff, and, as he had been guilty of no negligence in leaving the deeds in the hands of his co-trustee, there was no ground for postponing him. But the matter was really decided by the outstanding equitable interests under the marriage settlement. In *Thorpe* v. *Holdsworth* (L. R. 7 Eq., at p. 146) GIFFARD, V.C., stated the rule to be that, as between equitable incumbrancers, relief will be given to the incumbrancer prior in point of date, unless he has lost his priority by some act or neglect of his, and that relief will not be refused to him as against a subsequent incumbrancer on the sole ground of the latter being a purchaser for value without notice, unless he has the legal estate or the best right to call for it. This was conclusive of the present case. WORSTENCROFT had not clothed the equitable interest, which was all that he took under the mortgagor, with the legal estate, and the beneficiaries under the marriage settlement, whose interests were prior to his in point of date, had been guilty of no neglect which would cause them to forfeit that priority. The plaintiff therefore, who merely asserted his title for their benefit, obtained judgment for possession of the property.

PRIORITY AMONG SOLICITORS AS TO LIEN FOR COSTS.

BY the recent case of *Re Knight, Knight* v. *Gardner* (1892, 40 W. R. 460), which, although argued in chambers, was considered by KEKEWICH, J., to be of such importance to solicitors as to justify the delivery of his judgment in open court, our attention is again drawn to the question of priority between two or more solicitors in their lien for costs on property recovered or preserved within the Solicitors Act, 1860 (23 & 24 Vict. c. 127), s. 28.

We do not propose to cavil at the decision of the learned judge in this case, especially as, it seems to us, he had no alternative but to follow the decision of KAY, J., in *Re Wadsworth, Rhodes* v. *Sugden* (1886, 35 W. R. 75, 34 Ch. D. 155), but we may note that the doctrine established in the earlier case is carried to its furthest limit by the case which has just been decided, and it may be as well for practitioners to appreciate the position in which they may stand as to costs when a client thinks fit in the middle of a case to dispense with their services.

In *Re Knight* (*supra*) the action was for administration, and involved the inquiry as to who was heir-at-law of the deceased, and three different solicitors had at different times acted on behalf of the successful party. The property recovered proved to be insufficient to pay the costs of all these solicitors, and the

question arose as to which of them, if any, was entitled to priority. Charging orders had been obtained by the first two solicitors, but without prejudice to the question of priority, while the third relied on his common law lien, and KEKEWICH, J., ultimately held that the costs were payable in the reverse order of their employment, that is to say, that the last solicitor had priority to the second and the second to the first.

In so deciding the learned judge followed the authority of KAY, J., in *Re Wadsworth* (*suprà*), which case established the rule that the solicitor whose name is on the record at the time when the property is actually recovered or preserved is entitled to a lien for his costs in priority to the solicitor who has been discharged.

This case certainly carried the law further than the decision of WOOD, V.C., in *Cormack* v. *Beisly* (1858, 3 De G. & J. 157), upon which it was professed to be based, and gave hardly sufficient weight to the great distinction between cases (1) where the solicitor has voluntarily retired and so may be said to have abandoned any inchoate rights of lien which he otherwise might have had, and (2) where the solicitor has, against his will, been discharged by his client. In the latter case the solicitor has instituted (and perhaps suggested) the proceedings which ultimately turn out successful. He has spent, no doubt, much time and labour in thinking out the necessary steps and collecting the necessary evidence, and then, when the whole matter is cut and dried and ready for trial, the client, possibly from mere caprice, dispenses with his services. His labours are rewarded by seeing his successful rival pocket the fruits of his diligence. Such a result seems to offer a premium to the unscrupulous practitioner to oust a solicitor, who is properly conducting a case, from the confidence of his client. Whatever may be the legal authority for this rule, the balance of convenience certainly seems to be against it.

So far as legal authority is concerned, it should be observed that the rule is judge made law, and does not profess to turn upon the construction of the statute. Section 28 has nothing to support it. This section enacts that the court may declare that the solicitor employed in the case is entitled to a charge upon the property "which shall have been recovered or preserved *through the instrumentality* of any such solicitor." There is no question that the discharged solicitor comes within the meaning of these words, and is entitled to a charging order under the statute. It also seems to be admitted that, apart from the statute, the same solicitor would be entitled to a lien at common law, of which the statutory charge is merely an extension with a different method of enforcement. Upon what principle, then, is the last solicitor in the case entitled to stand in a better position than the first? There might even be some ground for argument that the first solicitor should have a prior claim, but, waiving that, why should the last solicitor be entitled to more than a *pro rata* distribution? Apart from special circumstances it would seem that the property has been recovered "through the instrumentality" of all the solicitors who have been employed in the case, and that *primâ facie* their rights to a charge are all equal.

In *Cormack* v. *Beisly* (*suprà*) the headnote is as follows:—

"Where a solicitor by arrangement with his client retired from the conduct of the suit, and another solicitor conducted it thenceforth to its conclusion: *Held*, on there being a deficiency in the fund applicable to the payment of costs, that the latter solicitor had priority."

The *decision* of WOOD, V.C., was affirmed by the Lords Justices of Appeal, but, so far as appears from the report, they did not adopt the *judgment* of the learned judge in the court below, except in so far as it related to the facts of the particular case; and it should be observed that the *dicta* in the judgment of WOOD, V.C., upon which KAY, J., laid so much stress, do not, after all, amount to much. With a slight verbal alteration, this is all he said: "Even if a solicitor were discharged by his client . . . he could not probably even then claim priority over the new solicitor who conducted the cause to an end." This is very far from intimating an opinion that in such a case the new solicitor could claim priority over the solicitor who had been discharged.

Inconvenient, however, though the rule may seem, it must be considered as existing law. All we can advise a solicitor, who has been discharged by his client under such circumstances, to do is to exercise to the full any rights which he may have over his client's papers by virtue of his "retaining" lien, which, of course, must not be confused with the lien on property recovered or preserved. But here again a difficulty may well arise. It may happen that the papers which the discharged solicitor claims to retain are the very documents which are essential to the successful termination of the case, and, apart from the question as to whether the court might not compel him to produce or deliver such papers for the purposes of the case, he is in this awkward position, that if he refuses to hand over the documents the property will not be recovered, and, assuming his client to be without sufficient means, he will fail to recover his costs at all. The best he can probably do, therefore, is to hand over the papers to the new solicitor on terms that his costs shall at least be paid *pari passu* with those of the new solicitor, and he may be lucky to obtain such terms.

In the case which we have assumed, of a solicitor who has honestly done his duty and has been at some pains to serve the cause of his client, it certainly seems a somewhat humiliating position in which to be placed to have to beg the best terms from his fortunate successor, instead of being able to claim, as of right, a fair compensation for the trouble involved, if not in priority to, at least on an equal footing with, the new solicitor.

REVIEWS.

MERCHANT SHIPPING.

A TREATISE OF THE LAW RELATING TO MERCHANT SHIPS AND SEAMEN. By CHARLES, Lord TENTERDEN, late Chief Justice of England. THIRTEENTH EDITION. By THOMAS TOWNSEND BUCKNILL, Q.C., Recorder of Exeter, and JOEL LANGLEY, Barrister-at-Law. Shaw & Sons.

As the editors remind us in their preface, this work has been constantly in use for sixty-five years, and it is no exaggeration to say that, during this long period of time, it has justly achieved an almost world-wide reputation as the leading authority on maritime law. The fame of its author, Lord Tenterden, whose legal attainments have seldom, if ever, been surpassed, bespoke for the original edition a favourable consideration which gradually ripened into genuine, and, so far as this country is concerned, universal approbation. Lord Tenterden spared no pains to render his treatise as trustworthy and comprehensive as possible, and brought to bear on the important and difficult subjects included in it, besides his own wide and thoroughly practical experience in maritime cases, information derived, with laborious research and consummate judgment, from text writers of our own nation, from books of the civil law, and from maritime laws of foreign nations and works of foreign jurists. The various ordinances, and notably those of *Oleron* and *Wisbuy*, which, though *caviare* to the general, are well known to mercantile lawyers, were likewise consulted by the distinguished author, and cited by him in his work, not indeed as having binding force or authority of law in this country, but to illustrate principles generally admitted and received, or to shew the opinion of learned persons and the rule adopted in maritime nations upon points not hitherto settled by the authority of our own law, or to furnish information calculated to be useful in our commercial intercourse with foreign States. As in the composition of his treatise Lord Tenterden's object was rather to arrange and illustrate principles than to collect the decisions of courts or statutory enactments, the present editors have, wisely we think, in preparing this edition, endeavoured to reinstate (except in so far as it is unquestionably obsolete) the fifth edition, which was the last for which Lord Tenterden was responsible, and also to adhere, as far as possible, to the method used by him in writing his treatise. They have, however, retained the three chapters added by the late Mr. Justice Shee to the original work, of which he edited several editions. Those parts of the present edition which are reproductions of the fifth edition are placed within brackets. This will be appreciated by those who may wish to quote the exact words of Lord Tenterden, either at the bar or from the bench. And, as in five instances only, we believe, has the fifth edition been judicially declared to contain incorrect statements, it is not unreasonable to anticipate that, in the future, as in the past, Lord Tenterden's expressions of opinion, embodied in his work, will be received, whenever cited, with respect almost equal to that accorded to his judicial utterances.

The present edition is divided into five parts. The titles of the first four parts, as well as those of the chapters into which they are subdivided, are, with the single exception of Chapter VI. of Part II., which is one of the three chapters added by the late Mr. Justice Shee, identical with those contained in the fifth edition of Lord Tenterden's work. Part I. treats of the owners of merchant ships; Part II. of

the persons employed in the navigation of merchant ships; Part III. of the carriage of goods in merchant ships; and Part IV. of the wages of merchant seamen. Part V. comprises two chapters only, namely, one on "Collision" and the other on "Maritime Liens," both of which were added by the late Mr. Justice Shee. It would be difficult, if not impossible, in the limited space at our command, to give extracts from the present edition in illustration of the editors' method and form of treatment of the various important questions therein discussed. But, as exhibiting the merits of the original work, and the diligence and carefulness with which the present editors must be credited, we would refer our readers to chapters I. and IX. of Part III., dealing, respectively, with "The Contract of Affreightment by Charter-party," and "Stoppage *in Transitu*." Upwards of 2,000 cases are cited in the present edition, but amongst them we do not find included the rather important case of *The Henry* (15 Jur. 153), to which we should have expected reference to be made in the chapter on "Salvage."

The only serious fault we can find with the present edition is its unwieldy size, which we think might have been obviated had the statutes set out in the appendix been placed in a separate volume. Moreover, we would venture to suggest to the editors whether it would not be possible for them, in their next edition, to devote a distinct chapter to the important subject of County Court Admiralty Jurisdiction, instead of dealing with it in the appendix, where the County Court Admiralty Jurisdiction Acts are given with editorial notes. A good index, covering some 88 pages, will be found at the end of the work. We have no hesitation in predicting for the volume before us a most favourable reception by the legal profession and by the mercantile community.

A Treatise on the Law of Merchant Shipping. By David Maclachlan, M.A., Barrister-at-Law. Fourth Edition. Sweet & Maxwell (Limited).

A new edition of this standard work cannot fail to be acceptable to the profession. Though not, perhaps, quite so comprehensive as Abbott on Shipping, on which it was originally intended to have been founded, Mr. Maclachlan's treatise possesses merits of its own which the profession have appreciated. To enter upon a detailed criticism of so well known a book would be wholly unnecessary. But we may remind our readers that it is logically divided into fifteen chapters, each of which adequately deals with a distinct branch of maritime law. A great many treatises, both English and foreign, have been laid under contribution by the learned author in support of various statements contained in his work, which, moreover, refers the reader to a number of decided cases. It must, however, be confessed that the table of cases, which, unfortunately, does not conform with the excellent modern practice of giving references to the various reports, by no means exhausts the number of English decisions on maritime law, some of which are rather unaccountably omitted by the learned author, who possibly did not think it desirable to multiply authorities for the various propositions advanced by him in his text. We should, however, have expected him to refer to such cases as *The Afrika* (5 P. D. 192), *Akerblom* v. *Price* (29 W. R. 797, 7 Q. B. D. 129), *The Aglaia* (37 W. R. 255, 13 P. D. 160), *The Alexandria* (L. R. 3 A. & E. 574), *The George* (2 W. Rob. 386), *The City of Cambridge* (22 W. R. 578, 9 P. D. 182), *The Benlarig* (14 P. D. 3), *The Cairo* (22 W. R. 742, L. R. 4 A. & E. 184), *The Beryl* (32 W. R. 648, 33 W. R. 191, 9 P. D. 4, 137), *The Ruby* (15 P. D. 139, 164), *The Durham City* (14 P. D. 85), *The Colequid Marine Assurance Co.* v. *Barteaux* (23 W. R. 892, L. R. 6 P. C. 319), *The Clara Killam* (19 W. R. 25, L. R. 3 A. & E. 161), and *The Henry* (15 Jur. 153), to mention some only of the cases omitted. An appendix containing, to use the author's own words, "Statutory enactments in their heterogeneous bulk," must, we suppose, be regarded as necessary to such a work as the present, though, in our opinion, it might most fittingly have formed a supplemental volume. A good index of eighty pages has been printed, but, amongst the various titles comprised in it, "*Fog*" and "*Speed*" should certainly, we submit, have been included. Perhaps the author will bear in mind this suggestion when publishing another edition of his very useful work. It should be added that, prefixed to each chapter except the last, which deals with the subject of "Competing Liens and Claims," is an admirable summary of contents, which greatly assists the reader.

The following are the arrangements made by the judges of the Queen's Bench Division for holding their courts during the ensuing Trinity Sittings—viz., three courts will be formed to sit *in Banco*, the first of which will consist of Justices Cave and Lawrance, the second will be formed of Justices Wright and Collins, and the third of Justices Wills and Grantham. Eight courts will, until the judges leave town for the summer assizes, sit to try special and common and non-jury actions, the judges appointed being Lord Chief Justice Coleridge, Mr Baron Pollock, and Justices Denman, Hawkins, Mathew, A. L. Smith, Charles, and Vaughan Williams. Mr. Justice Day will be the judge in attendance at chambers.

CORRESPONDENCE.

CONCERNING AN APPROACHING EVENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As I and some other solicitors propose, with a view to the "approaching event," to interview the candidate for our division on the subject of his views as to a compulsory Land Transfer Bill, it would be very useful for me to be referred to some pamphlet in which the reasons against such a measure are ably and concisely stated. Can you refer me to such a document? W.

Manchester, June 8.

[We hope that such a statement as is required will be issued by the Council of the Incorporated Law Society. The best short statement we have seen against the Public Trustee Bill is contained in the annual report of the Sheffield Law Society (*ante*, p. 311). The best statement of reasons against the Land Transfer Bill is that prepared by Mr. Lake in 1889, and the best short statement against officialism generally is contained in the summary at the end of the pamphlet on the spread of officialism issued by the Council of the Incorporated Law Society (*ante*, p. 278).—Ed. *S. J.*]

A WARNING.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I would send through your columns a note of warning to any solicitors or barristers who might be thinking of coming out here with the intention of practising their professions. Prior to the 1st of January all solicitors who came to this colony with home qualifications, like my partner and myself, were admitted on complying with certain formalities and paying a small fee, but on that date an Act came into force which has amalgamated the legal professions and put a prohibitory barrier in the way of admission of English, Scotch, or Irish solicitors or barristers to practise in this colony. The alteration fully appears in the enclosed cutting of a reserved judgment of the Full Court delivered last month. James Anthony Lawson (Lawson & Jardine).

Empire-buildings, Collins-street West, Melbourne, May 3.

[The report enclosed is of a judgment on an application by two Irish solicitors to be admitted as barristers and solicitors of the Supreme Court of Victoria upon their Irish qualification. The application was refused, and the court concluded their judgment as follows:—"It is not enough that the applicant should prove that he has obtained a qualification of the prescribed value; he must shew that all the qualifications existing in the part of her Majesty's dominions from which he comes are equal to the Victorian standard, and no means are provided by which we can form an opinion on that subject. We are unable, upon the materials now brought before us by affidavit, to form the opinion that the qualifications of attorneys and solicitors in Ireland are of equal value to that required in Victoria by section 11 of the Legal Profession and Practice Act, 1891, and we are compelled, therefore, to refuse this application."]

*** We regret that a letter urging the importance of action by solicitors at the coming general election reaches us too late for publication this week.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

Companies (Winding-up).

Notice.—Filing of Evidence.

On all applications by summons the evidence in support must be filed and notice of such filing must be served on the opposite party at the time of the service of the summons.

The opposite party must file his evidence in answer within eight days of the service of the summons, and the said notice and the applicant's evidence in reply must be filed within three days from such last-mentioned time.

June 2, 1892.

Mr. Allen Field writes to the *Times*:—"May I remind you of one little anecdote of the late Mr. E. K. Karslake, Q.C. (which I have often heard the late Sir John Rolt repeat)? Karslake was arguing a case before Knight-Bruce and Turner, and (as was his wont) was interlarding his speech with quotations. 'Surely, surely, Mr. Karslake (said Knight-Bruce) that *a* is short?' Karslake at once dived into his vast memory, and quoted line after line to prove his quantity. 'Ah! (said the Lord Justice) that is in poetry, Mr. Karslake, you are prosing!'"

CASES OF LAST SITTINGS.

Court of Appeal.

Re **NORTH WALES GUNPOWDER CO.**—No. 2, 2nd June.

COMPANY—WINDING UP—PROVISIONAL LIQUIDATOR AFTER WINDING UP—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. c. 63), s. 4.

This was an appeal by the official receiver attached to the court for bankruptcy purposes from a decision of the Divisional Court affirming an order of the Portmadoc County Court appointing a provisional liquidator of the above-named company; and the question before the court was whether there could, after a winding-up order has been made, be a provisional liquidator other than the official receiver. A petition for the winding up of the North Wales Gunpowder Co. having been presented in the Portmadoc County Court on the 10th of February, 1892, the judge appointed a Mr. Nicholson provisional liquidator without security. On the 17th of March a winding-up order was made, and Mr. Nicholson was at the same time continued as provisional liquidator. The official receiver applied to the Divisional Court to discharge this order so far as it continued Mr. Nicholson as provisional liquidator, on the ground that under the Companies (Winding-up) Act, 1890, on the making of the winding-up order the official receiver became, by virtue of his office, the provisional liquidator, and the court had no power to appoint any other person. The Divisional Court refused to discharge the order, whereupon the official receiver appealed.

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.) allowed the appeal.

LINDLEY, L.J., said the real point which the court had to determine was a very narrow and a very clear one in his opinion. The small point was whether, since the Companies (Winding-up) Act, 1890, there could be a provisional liquidator of a company, after a winding-up order has been made, other than the official receiver. To his lordship's mind the point was beyond the reach of controversy, having regard to the clear enactments of the Act of 1890. The respondent relied on sections 85, 86, and 92 of the Companies Act, 1862, as militating against the contention of the official receiver; but those sections were very different indeed from the provisions of the Act of 1890, and the fact of that difference suggested that it was intended that there should be a change of scheme in regard to the procedure as to the liquidator in a winding up. Now under the Act of 1890 an official of the court was, after a winding-up order had been made, the provisional liquidator, the whole object of that Act being to put a stop to the disputes which there used to be as to who should be the provisional liquidator. Section 4, sub-section 1, of the Act said that "on an order being made for winding up, the officer thereinafter mentioned"—who by the next sub-section was indicated as being the official receiver, if any, attached to the court for bankruptcy purposes—"should by virtue of his office become the provisional liquidator of the company, and should continue to act as such until he or another person became liquidator"; thus the official receiver was made provisional liquidator *ex officio*. Again, in the same way, if a vacancy occurred in the office of liquidator, after one had been appointed, the official receiver was, by virtue of his office, to be the liquidator during the vacancy. Section 5 of the Act gave power to the court to appoint a special manager of the business and estate of a company, where the official receiver became, whether provisionally or otherwise, the liquidator and the nature of the business of the company and the interests of creditors or contributories required it; and that was a useful provision, as it might well be that the official receiver would not be a person qualified to carry on a particular business which required special knowledge. Then again, section 6 of the Act provided that, in the event of a liquidator not being afterwards appointed, after meetings of the creditors and of the contributories had been called to determine whether it was desirable to have someone as liquidator in place of the official receiver, the official receiver should be the liquidator of the company. The point the court had to decide was so clear to his lordship's view that the official receiver was the person to fill the office of provisional liquidator, that the county court judge and the Divisional Court were wrong in the decision they came to, and the appeal must be allowed.

BOWEN and KAY, L.JJ., concurred.—COUNSEL, *Sir R. E. Webster, A.G., Ingle Joyce*, and *Muir Mackenzie; Buckley*, Q.C., and *Kenyon Parker; Hugh raser*. SOLICITORS, *Solicitor to the Board of Trade; Donnison & Edwards*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

JAMES *v.* **JONES**; **SLATER** *v.* **JONES**—No. 2, 2nd June.

PRACTICE—MOTION TO VARY MINUTES OF JUDGMENT.

This was an appeal from an order of Kekewich, J., refusing to vary the minutes of a judgment pronounced at the trial of the action on the 11th of February, 1892, as given out by the registrar. The action had been dismissed, with costs, and the minutes of the order had been settled by the registrar, certain documents which the plaintiff claimed should be included therein not being included. The plaintiff then moved to vary the minutes by inserting therein these documents as having been read at the trial, but on the 9th of May Kekewich, J., refused the motion, whereupon the plaintiff appealed.

THE COURT (LINDLEY and BOWEN, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said it was to be distinctly understood that that court, the Court of Appeal, would not assist parties in drawing up the minutes of their judgments, and the appeal must be dismissed.

BOWEN, L.J., said he agreed with what Lindley, L.J., had said, and added that the proper course was for the party to appeal against the judgment as it stood, and then to apply to the court at the hearing for leave to read the documents that had been put in, and upon which the order was founded; and to give notice to the other side that it was intended to read them.—COUNSEL, *Eyre; Swinfen Eady*. SOLICITORS, *Mear & Fowler; Fielder & Fielder*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

MOGRIDGE *v.* **CLAPP**—No. 2, 2nd June.

SETTLED LAND ACTS—TENANT BY THE CURTESY—BUILDING LEASE BY TENANT FOR LIFE AS OWNER IN FEE—INTENTION TO EXERCISE STATUTORY POWER—NO TRUSTEES OF SETTLEMENT—NOTICE—DEALING IN GOOD FAITH—SPECIFIC PERFORMANCE—SETTLED LAND ACT, 1882, ss. 6, 20 (2), 45 (3), 53—SETTLED LAND ACT, 1884, ss. 5, 8—SETTLED LAND ACT, 1890, s. 7.

This was an appeal from the judgment of Kekewich, J. On the 31st of October, 1884, W. G. Hoskins, being merely tenant by the curtesy of property which had belonged to his wife in fee under a will of which there were no trustees, granted by deed a building lease for 99 years to the plaintiff Mogridge, who subsequently erected buildings on the land. Mogridge was a solicitor and prepared the lease himself. He did not inquire into Hoskins' title, but assumed him to be owner in fee, and consequently there was no reference in the lease to the Settled Land Acts. He contracted to sell this leasehold property to the defendant Clapp, but Clapp objected to complete the contract, on the ground that the lease granted by Hoskins was not binding as against the persons entitled after Hoskins' death. By section 8 of the Settled Land Act, 1884, the estate of a tenant for life by the curtesy is for the purposes of the Settled Land Act, 1882, to be deemed to be an estate arising under a settlement made by his wife. Section 6 of the Settled Land Act, 1882, enables a tenant for life to grant building leases for a term not exceeding 99 years, and section 20, sub-section 2, provides that a deed executed by the tenant for life "to the extent and in the manner to and in which it is expressed or intended to operate and can operate under this Act is effectual to pass the land conveyed." The lease executed by Hoskins complied with the regulations contained in the Act of 1882 in reference to building leases made by a tenant for life under that Act, but as there were no trustees for the purposes of the Act in existence at the date of the lease, the notice required by section 45 to be given to such trustees by the tenant for life of his intention to lease, and which by section 5 of of the Act of 1884, might be a general notice, could not be given. Mogridge brought this action for specific performance of his contract with Clapp, and Kekewich, J., directed specific performance of the same. The defendant appealed. On his behalf it was contended that the lease was invalid, because it was not expressed or intended to operate under the Act, and an actual intention on the part of the tenant for life, who by section 53 was placed in the position of a trustee, was by section 20 of the Act necessary to the exercise of the power, and moreover because there were no trustees of the settlement, and consequently there was no notice of the intention on the part of the tenant for life to lease. Section 7 (2) of the Settled Land Act, 1890, which enables a tenant for life to make a lease for 21 years without giving any notice of his intention to make the same, was also relied on in support of the appellant's argument. It was further contended that, as the title of the respondent depended upon his good faith, it ought not to be forced upon the defendant. On behalf of the respondent, Mogridge, it was contended that the lease to him was valid and operated under section 20, although not so expressed, and that he was "a person dealing in good faith with the tenant for life," and therefore was within the protection given by sub-section 3 of section 45, and was not concerned to inquire whether the requisite notice under that section had been given.

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.), after taking time to consider their judgment, dismissed the appeal.

LINDLEY, L.J., said that upon the authority of *Patman* v. *Harland* (29 W. R. 707, 17 Ch. D. 353) the plaintiff must be taken to have had constructive notice that his lessor was tenant by the curtesy and constructive notice of the will under which the lessor's wife became entitled to the property. Mr. Hoskins, as tenant for life, could have granted the lease in question under sections 6, 7, and 8 of the Settled Land Act, 1882, and all the requisites of those sections had in fact been complied with. But it was said that as he never intended to grant a lease under that statute it could not be invoked in support of the lease, and reliance was placed on section 20, sub-section 2. That section, however, had no reference to conveyances made under previous sections, and the words "to the extent and in the manner to and in which it is expressed or intended to operate" meant not further or otherwise than expressed or intended. Even if that section had any application to the case the words in question ought not to be construed so as to defeat the obvious intention of both parties, which was that the lease should be a good and valid lease. The old maxim applied: *Quando res non valet ut ago valeat quantum valere potest*. His lordship thought Mr. Hoskins ought to have followed the directions contained in sections 45 and 53, and might perhaps have been restrained by the remainderman from granting a lease until he had done so, as in *Wheelwright* v. *Walker* (31 W. R. 363, 23 Ch. D. 752). That, however, was the case of a sale, and the purchaser did not propose to pay the money into court. The omission to take these steps might prevent the tenant for life from obtaining specific performance against an unwilling lessee, but such omission did not, in his lordship's opinion, invalidate the title of a lessee who had acted in good faith, for section 45, clause 2, clearly protected him and his title. It would be truly ridiculous to say that a person was bound to see that there were trustees when, if there were, he need not see that they had notice of what the tenant for life was doing. Section 7 (2) of the Settled Land Act, 1890, which at first sight appeared to support the defendant's argument, really had no such effect, for it was passed to relieve the tenant for life from the necessity of appointing trustees in a particular case, and not to fetter him or to embarrass persons

dealing with him. Even if the plaintiff had known that there were no trustees it would not follow that his title would be bad. Of course if the plaintiff had by conniving at a breach of trust done the remainderman an injury, he would personally be liable to him for it, but even then a purchaser from him would, his lordship thought, be safe. The observations of the Court of Appeal on section 53 in the *Marquis of Ailesbury's case* (40 W. R. 243; 1892, 1 Ch. 536) went far to shew that the title would be good even if there were no trustees, and the purchaser or lessee knew in fact that such was the case. However that might be, the doctrine of constructive notice ought not to be applied so as to invalidate the titles of persons dealing *bonâ fide* with tenants for life when exercising their powers under the Settled Land Act. There remained the point that the title of the plaintiff, depending on his *bona fides*, ought not to be forced on the defendant. That must be looked at as a practical matter. The defendant's title would not be practically open to attack; theoretically an attack upon it based on *mala fides*, and on the production of evidence in support of the attack, was no doubt conceivable; but the danger was purely imaginary, and the existence of such a danger ought not to induce the court to refuse relief to the plaintiff. Even if *mala fides* were proved, his lordship was by no means satisfied that the lease would be bad, as all the conditions prescribed by the enabling sections of the Act of 1882 had been duly complied with. The appeal ought, therefore, to be dismissed with costs.

Bowen and Kay, L.JJ., concurred.—Counsel, *Marten*, Q.C., and *Vernon R. Smith; Warmington*, Q.C., and *Upjohn*. Solicitors, *Gibbs, White, & Crocker; Arthur Harris*.

[Reported by W. A. G. Woods, Barrister-at-Law.]

HARRIS *v.* **JUDGE**—No. 2, 1st June.

Practice—County Court—Costs—Taxation—Action commenced in High Court remitted to County Court—Jurisdiction—County Courts Act, 1888 (51 & 52 Vict. c. 43), ss. 65, 116.

This was an appeal of the plaintiffs from the judgment of the Divisional Court (Day and Charles, JJ.) of the 30th of April (reported 40 W. R. 461) whereby an order made in chambers by Pollock, B., giving liberty to tax costs on the higher scale, was reversed. On the 16th of December, 1891, an action was commenced in the High Court to recover the sum of £34 5s. 4d. On the 22nd of December the defendant paid to the plaintiffs £7 14s. On the 9th of January, 1892, an application for judgment under order 14 failed, and the defendant obtained unconditional leave to defend. On the 15th of January the defendant paid into court £15. On the 16th of January the plaintiffs got an order to remit the trial to the county court. On the 30th of January the action was set down for hearing in the county court, and the hearing was fixed for the 29th of March. On the 25th of March the defendant paid into court the balance of the plaintiffs' claim. The plaintiffs obtained an order from the county court judge directing the costs to be taxed, and a summons was taken out in the High Court, upon which Pollock, B., came to the conclusion that he had jurisdiction to make the order, and gave costs on the higher scale until the transfer to the county court. The Divisional Court reversed this order, holding that the only jurisdiction retained by the High Court was appellate, and that it was not original jurisdiction at all. The plaintiffs appealed. Counsel for the appellants submitted that the jurisdiction of the High Court was carefully preserved until the date of transfer, and if there was jurisdiction there could be no appeal on the question of costs. He cited *Bazett* v. *Morgan* (38 W. R. 108, 24 Q. B. D. 48) and *Wilson* v. *Statham* (39 W. R. 686; 1891, 2 Q. B. 261). The case on which the Divisional Court acted was under the old County Court Act: *Moody* v. *Steward* (19 W. R. 161, L. R. 6 Ex. 35). Counsel for the respondent submitted that section 5 of the Act of 1867 was similar to section 116 of the County Courts Act, 1888, and therefore *Moody* v. *Steward* governed this case. He also cited *Bowles* v. *Drake* (30 W. R. 333, 8 Q. B. D. 325).

Lindley, L.J., said: This is an appeal by the plaintiff from an order of the Divisional Court, reversing an order made by Pollock, B., in chambers, and dated the 1st of April, 1892. By that order the plaintiff was to be at liberty to tax his costs of the action on the High Court scale. This order was reversed upon the ground that Pollock, B., had no jurisdiction to make it. The action was commenced in the Queen's Bench Division of the High Court. It was for work and labour and materials. The amount claimed by the writ was less than £50—viz., £34 5s. 4d. The defendant pleaded (1) as to £7 14s. that the work was done for a society, and had been paid for since the writ was issued; (2) as to £1 11s. 9d. that the work was not done for the defendant; (3) as to £24 19s. 7d —*i.e.*, the residue—that the plaintiff's charges were unreasonable, and that £15 was enough to satisfy his claim, and the defendant paid this sum into court. By an order dated the 16th of January, 1892, the action was transferred to the county court. It was tried there, and the result was that the plaintiff recovered more than £20, but less than £50. After the trial in the county court the plaintiff applied by summons in the High Court for, and obtained, the order of the 1st of April which entitles him to the whole costs of the action on the High Court scale. The power of the learned judge to make this order is the question which this court has now to decide. The question is not whether the plaintiff is entitled to his costs of the action, nor whether, if he is, those costs ought to be taxed on the county court scale or on the High Court scale. The question is whether a judge of the High Court has any jurisdiction to make any order in an action commenced in the High Court which has been transferred to the county court before the matter comes before him. This question depends entirely on the County Courts Act, 1888. That Act is divided into parts, and Part III. relates to "jurisdiction." Amongst the sections grouped under this head are some relating to actions commenced in the High Court, but remitted by a judge of that court to the county court. These sections are 65, 66, and 69. Section 65 is the section applicable to this case. "Where in any action of contract brought in the High Court the claim indorsed on the writ does not exceed £100, or where such claim, though it originally exceeded £100, is reduced by payment, an admitted set-off, or otherwise, to a sum not exceeding £100, it shall be lawful for either party to the action, at any time, if the whole or part of the demand of the plaintiff be contested, to apply to a judge of the High Court at chambers to order such action to be tried in any court in which the action might have been commenced, or in any court convenient thereto, and, on the hearing of the application, the judge shall, unless there is good cause to the contrary, order such action to be tried accordingly, . . . and the action and all proceedings therein shall be tried and taken in such court as if the action had been originally commenced therein; and the costs of the parties in respect of proceedings subsequent to the order of the judge of the High Court shall be allowed according to the scale of costs for the time being in use in the county courts, and the costs of the order and all proceedings previously thereto shall be allowed according to the scale of costs for the time being in use in the Supreme Court." This section expressly says that, after the action has been transferred to the county court "the action and all proceedings therein shall be tried and taken in such court, as if the action had been originally commenced therein." I cannot myself read these words in any sense which leaves any jurisdiction in the High Court. Every application which can properly be regarded as a proceeding in the action must be taken in the county court, as if the action had been originally commenced therein. An application for the costs of the action, or for an order to tax them, is, in my opinion, a "proceeding in the action," and must therefore be made to the county court, and not to the High Court. This was the view taken by the Divisional Court, and this, in my opinion, is the correct view. This was the course of procedure before 1888, and I see no indication of any intention on the part of the Legislature to alter the practice (*Moody* v. *Steward* and *Bowles* v. *Drake*). But then it is contended that this view, though warranted by section 65, is not in conformity with section 116. This section is in Part IV., which is headed "Procedure and Trial," and runs as follows:—"With respect to any action brought in the High Court which could have been commenced in the county court, the following provisions shall apply:—(1) If, in an action founded on contract, the plaintiff shall recover a sum less than £20, he shall not be entitled to any costs of the action, and if he shall recover a sum of £20 or upwards, but less than £50, he shall not be entitled to any more costs than he would have been entitled to if the action had been brought in a county court; and (2) if, in an action founded on tort, the plaintiff shall recover a sum less than £10, he shall not be entitled to any costs of the action, and if he shall recover a sum of £10 or upwards, but less than £20, he shall not be entitled to any more costs than he would have been entitled to if the action had been brought in a county court, unless, in any such action, whether founded on contract or on tort, a judge of the High Court certifies that there was sufficient reason for bringing the action in that court, or unless the High Court or a judge thereof at chambers shall by order allow costs." This section is addressed to costs, and to costs only, and does not relate to jurisdiction, which has been dealt with in Part III. of the Act. Nor can I find in section 116 any language which qualifies that part of section 65 to which I have already alluded as deciding the question of jurisdiction after a transfer. I cannot read the words "unless, &c.," in section 116 as applicable to an action tried in the county court, and the merits of which a judge of the High Court must master before he can properly make any certificate or order respecting the costs of it. In a transferred action the rules contained in section 116 must, in my opinion, be applied by the judge of the county court to which the action has been transferred, and not by the judge of the High Court out of which the action has been removed. In an action not transferred the rules laid down in section 116 will of course have to be applied by the High Court. This construction appears to me to give full effect to both sections, and to be in conformity with the general scheme of the Act. Upon the question of costs the two sections certainly create a difficulty. Section 65 says that the plaintiff's costs of a transferred action, down to the order of transfer, are to be on the High Court scale. Section 116 does not in terms refer to transferred actions, but is so worded as possibly to include them, and the section makes the plaintiff's costs depend on the amount he recovers. It is not necessary on the present occasion to decide the joint effect of these two sections, and I say no more about them. My decision is based solely on the point of jurisdiction, and upon this point the Divisional Court was, in my opinion, right, and the appeal ought, therefore, to be dismissed with costs.

Bowen, L.J., said that, after full consideration, he had come to the same conclusion. The difficulty arose by reason of section 116. The plaintiff could only bring himself within sub-section 2 of that section by means of the exception "unless, &c." If that sub-section gave jurisdiction to a judge of the High Court, it did so only by means of the exception. The exception did not confer any jurisdiction. It only meant that an order might be made by a judge of the High Court in a case in which he had jurisdiction. His lordship decided this case on this short ground—that the words of exception did not confer any jurisdiction, but provided only for the making of an order by a judge of the High Court in a case in which he had jurisdiction, which he would have in an action which remained in the High Court. The words of exception "unless, &c.," must apply to sub-section 1 as well as to sub-section 2 of section 116, and yet they were printed as part of sub-section 2. As the section was printed it was misleading, and it was only by virtue of the necessary force of the words that they must be construed as applying to both sub-sections.

Kay, L.J., delivered judgment to the same effect, and referred especially to section 116. He continued: I think that after the transfer the High Court can make no order in the action, except in case of an appeal under Part V. of the Act, and that the words are completely satisfied by

reading them as applicable when the action is tried out in the High Court, not after it has been transferred. Section 65 empowers a judge at chambers to transfer any action in which not more than £100 is claimed to a county court, and provides that when the order is made "the action and all proceedings therein shall be tried and taken in such court, as if the action had been originally commenced there," the costs subsequent to the transfer to be on the county court scale, "and the costs of the order and all proceedings previously thereto shall be allowed" on the High Court scale. After such transfer, therefore, the judge of the High Court has no further jurisdiction in the action. And as to costs, if less than £50 is recovered, in my opinion section 116 applies, and not section 65, and only county court costs can be given as to any part of the action. I, for these reasons, think, with deference, that the order of Baron Pollock was without jurisdiction, and the Divisional Court were right in setting it aside. Appeal dismissed, with costs.—COUNSEL, *Sills; Ernest Pollock.* SOLICITORS, *Dod, Longstaffe, Son, & Fenwick; Griffinhoofe & Brewster.*

[Reported by W. S. GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

BRUNTON *v.* **DIXON**—Chitty, J., 2nd June.

HUSBAND AND WIFE—SEPARATION DEED—CONDITION PARTLY LEGAL AND PARTLY ILLEGAL—SEVERANCE.

A separation deed contained a proviso that, if the wife filed a petition for divorce or judicial separation against her husband for any act committed before or subsequent to the date thereof by her husband, or in respect of anything done or suffered by either party after the date thereof, the covenants, stipulations, trusts, and provisions should forthwith be void, and that thereafter the trustees should stand possessed of certain property thereby settled in trust for the husband absolutely. Some time after the execution of the deed the wife presented a petition for divorce in respect of acts alleged to have been committed by her husband both before and subsequent to the date of the deed. The husband asked for a declaration that this avoided the deed against him, and that he was entitled to a surrender and assignment of the settled property. Counsel for the wife argued that the proviso was itself void *in toto*, as it extended to subsequent acts of the husband, and that the proviso was not severable so as to be good as to the previous acts.

CHITTY, J., said that on the face of the stipulation or proviso the parties had themselves severed it. The court was not asked to construe an illegal covenant in such a way as to make a new legal covenant. The parties had in terms severed the good from the bad part of the proviso. The general rule was best stated in *Pickering* v. *The Ilfracombe Railway Co.* (L. R. 3 C. P. 235, 250). A good illustration was *Price* v. *Green* (16 M. & W. 346), where a court held a covenant not to carry on business within the cities of London and Westminster, or within 600 miles from the same, good so far as it related to the cities of London and Westminster, though void as to the 600 miles. It could not be contested that the proviso was valid as to the previous acts, and that part, being severed by the language of the parties themselves, was operative in point of law. In this respect there was no difference between a covenant and condition.—COUNSEL, *Rigby*, Q.C., and *Vernon Smith; Sir E. Clarke*, S.G., and *Bramwell Davies; Byrne*, Q.C., and *Cave*. SOLICITORS, *Lewis & Lewis; T. Duerdin Dutton; Dixon, Watts, & Elkin.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

***Re* LAND MORTGAGE, INVESTMENT, AND AGENCY CO. OF AMERICA**—Chitty, J., 2nd June.

COMPANY—REDUCTION OF CAPITAL—ISSUED AND UNISSUED SHARES—REDUCTION OF ISSUED SHARES ONLY—COMPANIES ACTS, 1867 AND 1877.

This was a petition for reduction of capital. Omitting 1,242 shares which had been forfeited and cancelled, the capital of the company consisted of 98,578 ordinary £10 shares, of which 48,578 had been issued and on which £2 per share had been paid. The company had made losses, and proposed to reduce their capital by writing off ten shillings per share on the 48,578 issued shares, leaving the 50,000 unissued shares intact, so that they could still be issued at £10 a share to anyone who liked to take them.

CHITTY, J., held that the proposed reduction was right, as the present shareholders were the people who had sustained the loss. The case fell exactly within section 3 of the Companies Act, 1877.—COUNSEL, *Byrne*, Q.C., and *Hatfield Green*. SOLICITORS, *Trinders & Co.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

WALTER *v.* **STEINKOPFF**—North, J., 2nd June.

COPYRIGHT—NEWSPAPER—COSTS.

This was a motion by the plaintiffs in an action by the proprietors of the *Times* against the proprietor and publisher of the *St. James's Gazette* to restrain the defendants from further publishing any copy of a newspaper containing any copy of an article by Mr. Rudyard Kipling or substantial portions thereof, and also extracts from the *Times* contained in twenty-two separate paragraphs of the *Gazette* of the 13th of April. An interlocutory order had been made restraining the publication of the Rudyard Kipling article. It was not denied by the defendants that they had copied some two-fifths of the article, and all the paragraphs from the *Times* practically *verbatim*, but it was contended that the consent of the proprietors of the *Times* might be assumed if the four following conditions were observed:—(i.) That the source of the information is acknowledged; (ii.) That the paper copying and the paper copied are not direct rivals or competitors; (iii.) That the paper copied from has also copied; (iv.) That the editor of the paper copied has given no notice of his objection to matter being copied. It was proved by the *Times* that the copyright in the Rudyard Kipling article and in three of the twenty-two paragraphs was vested in them. It was agreed that the hearing of the motion should be treated as the trial of the action.

NORTH, J., said that the plaintiffs could not have asked successfully for the interference of the court with respect to the paragraphs in which they had not proved that they had any copyright; their claim to relief was confined to the Rudyard Kipling article and three of the paragraphs in which they had proved that they had copyright. With regard to the article the plaintiffs' case was clear, it was practically undisputed by the defendants' advisers, the defendants had deliberately reprinted the most attractive portion of an article which they admitted they knew had been acquired by the plaintiffs at a high cost. There were purposes, no doubt, for which, notwithstanding the plaintiffs' copyright, the defendants might legitimately have made reasonable extracts, as, for instance, if they had been criticising Mr. Kipling's works, &c., but in the present case there was a mere reproduction of copy without trouble or cost. The same remarks applied also to the three paragraphs. It was said that there was no copyright in news, but there was or might be in the particular form of language or modes of expression by which information was conveyed, and not the less so because the information might be with respect to the current topics of the day. With regard to the quality of the matter copied, the passages pirated were taken in their entirety for the very purpose for which they were used in the *Times*, viz., to convey information to the readers of the paper. It was not a case of the selection of a part or quotation or an extract. The defendants had failed to prove that the first three of the four alleged conditions had been observed, but even if they had, the plea of the existence of such a custom or practice of copying as was set up could no more be supported when challenged than the highwayman's plea of the custom of Hounslow Heath. It had often been relied on, but had always been repudiated by the courts. In the result, therefore, the defendants were entirely wrong. With regard to the Rudyard Kipling article the interlocutory order must be continued. With regard to the three paragraphs, no order would be necessary, as their interest had passed away and they would not be repeated. It had not been shewn that any damage had resulted to the *Times*, and it was not necessary to observe the form of giving nominal damages. With respect to the costs, the plaintiffs claimed all the costs. In *Cooper* v. *Whittingham* (15 Ch. D. 501) Sir G. Jessel said that when a plaintiff came to enforce a legal right and there had been no misconduct on his part . . . . the court had no discretion, and could not take away his right to costs, and Chitty, J., took the same view in *Upman* v. *Forester* (24 Ch. D. 231). His lordship said he could not understand that view, it was in the teeth of the General Orders and Act of Parliament, which say that a judge has a discretion, which he is to exercise, and in the recent case of *The American Tobacco Co.* v. *Guest* (1892, 1 Ch. 630) Stirling, J., took the same view. His lordship said that (leaving out of consideration the Rudyard Kipling article, which was a flagrant act of piracy), he considered the defendants had been hardly dealt with by being pulled up all at once without notice for doing what they had been doing for twelve years past, and in the exercise of his discretion he should require the defendants to pay all the costs of the action down to the 26th of April, and also such further costs as would have been properly incurred by the plaintiffs in proceeding upon a motion unopposed by the defendants to make the interlocutory order perpetual, leaving all other costs to be borne by the parties who incurred them. At the same time it never had been the law, nor was he laying down any rule, that a defendant should always have notice of an intention to bring an action before it is brought.—COUNSEL, *Cozens-Hardy*, Q.C., *Moulton*, Q.C., and *MacSwinney; Rigby*, Q.C., *Everitt*, Q.C., and *Howard Wright*. SOLICITORS, *Soames, Edwards, & Jones; Freshfields & Williams.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

VENABLES *v.* **BARING BROTHERS & CO.**—Kekewich, J., 1st June.

NEGOTIABLE INSTRUMENTS—AMERICAN RAILWAY BONDS—LAW MERCHANT—DEPOSIT OF STOLEN BONDS AS SECURITY—BONA FIDE HOLDER FOR VALUE.

This was an action by the plaintiff to establish his title to certain American railway bonds. In 1883 a parcel of Six per Cent. First Mortgage Sinking Fund Loan Bonds of the South and North Alabama Railroad Co., which were guaranteed by the Louisville and Nashville Railroad Co., were stolen in London from Messrs. Baring Brothers. In 1891 the plaintiff advanced to a Mr. Wunder in Paris a sum of 50,000 francs on the security of a deposit of twelve bonds of the above-mentioned loan. Subsequently it was discovered that ten of the deposited bonds formed part of the parcel stolen in 1883, thereupon the plaintiff commenced the present proceedings against Baring & Co. and the railroad companies asking for a declaration that he was entitled to the bonds, which was resisted on the ground that the bonds were not negotiable instruments, and that the plaintiff had notice of the robbery, and owing to his negligence was not entitled to relief.

KEKEWICH, J., said that the bonds were negotiable instruments according to the law merchant, and that at the date of the advance the plaintiff had no knowledge that any of the bonds were stolen. The plaintiff had not conducted the transaction in such a way as to deprive him of his rights. The plaintiff was entitled to the bonds as against the defendants, and there must be a declaration accordingly, and the defendants must pay the costs of the action.—COUNSEL, *Finlay*, Q.C., *Warmington*, Q.C., and *F. M. Abrahams; Renshaw*, Q.C., and *Stock; Crawley*. SOLICITORS, *Michael Abrahams & Son; Mullins & Bosanquet.*

[Reported by F. T. DUKA, Barrister-at-Law.]

Winding-up Cases.

Re **JOSEPH BULL, SONS, & CO.**—Vaughan Williams, J., 28th May.

PETITION — DISCRETION OF COURT — WISHES OF CREDITORS — RIGHT TO WINDING-UP ORDER—PETITION ORDERED TO STAND OVER—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 91.

This was a creditors' petition for the compulsory winding up of the above-named company. The petition was supported by creditors for a large sum, and the unsecured creditors generally were understood to be in favour of a winding-up order. The petitioning creditors had a judgment for part of their debt, which, however, could not be enforced owing to a previous appointment of receivers made with the company's consent in a debenture-holders' action in the Chancery Division. The application was opposed by the debenture-holders, on whose behalf it was urged that the company, who were contractors for public works, would be prevented by a winding-up order from completing certain valuable contracts which would, if completed, enable the debenture-holders to be paid in full, and give something substantial after such payment to the unsecured creditors; but, if a winding-up order was made, nothing would be left for anybody. *Re Chapel House Colliery Co.* (31 W. R. 933, 24 Ch. D. 259) and *Re The Company of Free Fishermen of Faversham* (36 Ch. D. 329) were referred to for the principles by which the court was guided in such cases, and the order in *Re St. Thomas' Dock Co.* (24 W. R. 544, 2 Ch. D. 116) for the order which it was contended should be made.

VAUGHAN WILLIAMS, J., pointed out that the cost of providing necessary materials for completing the contracts would diminish the assets available for unsecured creditors. Refusing a winding-up order meant refusing investigation, and might have meant leaving the matter to the debenture-holders. It had been stated, however, that the debenture-holders were willing to allow some representative of the unsecured creditors to act as one of the receivers and managers of the company. He would allow the petition to stand over, the creditors before the court assenting to this course, to give the parties a chance of coming to terms which the court could sanction. The learned judge subsequently sanctioned an arrangement by which (*inter alia*) second debentures were to be taken for an existing debt of large amount secured on debentures; second debentures ranking *pari passu* therewith were to be issued to existing unsecured creditors for the amounts of their debts, and an application was to be made in the debenture-holders' action to appoint a person mentioned to act as a joint receiver and manager of the company, while the petition was to stand over for six months on the terms of the order in *Re St. Thomas' Dock Co.* His lordship added there must be liberty to the petitioner, the company, and any person entitled to support the petition to apply in the meantime.—COUNSEL, *Grosvenor Woods; Vernon R. Smith; George P. C. Lawrence; A. J. Chitty.* SOLICITORS, *West, King, Adams, & Co.; Walter L. J. Ellis; Witham, Lambert, & Roskell; Linklaters.*

[Reported by J. F. WALEY, Barrister-at-Law.]

High Court—Queen's Bench Division.

ATTORNEY-GENERAL *v.* **SMITH AND COCKS**—1st June.

REVENUE—PROBATE DUTY—IMPERFECT VALUATION—FURTHER DUTY—"PERSON ACTING IN THE ADMINISTRATION"—CUSTOMS AND INLAND REVENUE ACT, 1881 (44 VICT. c. 12), s. 32.

This case raised a very important question as to the right of the Crown to require payment of further probate duty upon its appearing, after the executors have administered an estate, that the personal estate and effects are of greater value than that upon which probate duty has been paid. Section 32 of the Customs and Inland Revenue Act, 1881, provides that—"If at any time it shall be discovered that the personal estate and effects of the deceased were, at the time of the grant of probate or letters of administration, of greater value than the value mentioned in the certificate . . . the person acting in the administration of such estate and effects shall, within six months after the discovery, deliver a further affidavit with an account to the Commissioners of Inland Revenue duly stamped for the amount, which, with the duty (if any) previously paid on an affidavit in respect of such estate and effects, shall be sufficient to cover the duty chargeable according to the true value thereof." The defendants were the executors under the will (proved on the 15th of August, 1883) of a testator who died on the 3rd of June, 1883. A valuation for probate of paintings and articles of vertu was made by a professional valuer, and the whole of the pictures were valued by him at £1,194 10s. The pictures were settled as heirlooms by the testator's will. In the year 1888 leave was granted by the court to the tenant for life to sell certain of the pictures, and in the following September and January six of the pictures (four of which were by Gainsborough, one by Sir Joshua Reynolds, and one by Hoare) were sold, and realized a sum of £14,500. The picture by Hoare had been omitted altogether from the valuation. In May, 1889, an account was delivered to the commissioners (by the solicitor to the tenant for life and to the defendants) of the income arising from this sum, and duty thereon was in course of payment by instalments. The Commissioners thereupon brought the discrepancy in value thus disclosed to the notice of the defendants, and required them to deliver a correction affidavit, stamped to cover the full value of the pictures. This the defendants declined to do. It was argued on behalf of the defendants that the administration was closed in 1886, and that the defendants thereupon became trustees, and ceased to be "persons acting in the administration" of the estate: *Re Smith, Henderson-Roe* v. *Hitchins* (37 W. R. 705, 42 Ch. D. 302). They were therefore not liable to deliver any further account. For the informant it was said that there never was any close of an administration in the sense contended for. There never was a full and proper administration here, for one picture, at all events, was never included in the executors' affidavit. *Jervis* v. *Wolferstan* (L. R. 18 Eq. 18) and *The Attorney-General* v. *Dardier* (31 W. R. 499, 11 Q. B. D. 16) were also cited. The court took time to consider their judgment.

HAWKINS, J., said: The proceedings are based upon the provisions contained in section 32 of the Customs and Inland Revenue Act, 1881, and the question we are asked to solve is, substantially, whether executors who have fully administered the whole of the personal estate of their testator can after they have done so be treated as persons "acting in the administration of such estate" within the meaning of that section. [His lordship then stated the facts and continued.] Under these circumstances the information has been filed for the purpose of enforcing payment of additional duty under section 32. The defendants resist the claim on the ground that they were not, when the discovery of the greater value of the pictures was made, persons "acting in the administration" of the estate and effects of the testator. The payment of probate duty at the present day is regulated by part 3 of the Customs and Inland Revenue Act, 1881, commencing with section 26. [His lordship referred to that and the following sections.] The question is, how are these words (of section 32) to be interpreted? The argument of the Solicitor-General for the Crown was that they mean simply "the executors to whom probate was granted." For the defendants, the executors, it was contended that, though no doubt they would have been bound to deliver such further affidavit had such discovery been made during their administration of the estate, no such obligation now attaches to them, as the discovery was not made until after they had fully administered all the testator's effects under the probate granted to them. After much consideration I have arrived at the conclusion that the defendants are right in their view. The language of the section may be a little ambiguous, and it is obvious that the obligation contended for could only arise when the discovery of the greater value of the pictures was made, and I think it equally clear that in using the word "discovery" the Legislature meant discovery or knowledge of such greater value by the persons to be charged with the obligation, and in defining those persons as the persons "acting in the administration of the estate," the Legislature must be taken to point to the persons then so acting, *i.e.*, at the time the discovery is made by them. Any other construction would, as it seems to me, be not merely contrary to the true interpretation of the language used in the enactment, but unreasonable and unjust. Of course my observations are not intended to apply to cases where the error has arisen through gross negligence, amounting to misconduct, or where fraud or wilful deception has been practised upon the revenue, but only to cases like the present, where the utmost good faith has been observed. Every reasonable endeavour has been made to ascertain the true value of the estate; every inquiry on the part of the Revenue Commissioners has been truly answered to the satisfaction of the commissioners; the probate has been granted in the full belief on all sides that the value was truly stated in the affidavit and certificate; and the executors, acting under the authority conferred by the probate, have to the last farthing's worth distributed the whole of that estate according to law, so that nothing further remains to be done by them. It is difficult to see how an executor can be said to be acting in the administration of an estate which he has already fully and finally administered, and in respect of which no duty remains for him to perform. Under such circumstances all that could be truly said would be that until the estate was all distributed, but no longer, the executor was acting in the administration of it; but he had ceased so to act when further action became impossible. I cannot bring my mind to believe that the Legislature intended that an honest executor, who has to the full discharged every obligation cast upon him by his office, should for an unlimited number of years remain personally liable to the Crown for extra stamp duties in respect of a probate under which alone he has legally acted, simply because after (it may be years after) his executorship accounts have been closed and he has no longer any means of indemnifying himself out of the estate, it is accidentally by the light of subsequent events discovered that in making the original valuation a mere error in judgment was committed by the valuer in estimating at too low a sum the value of some portions of the estate. If such had been the intention how easy it would have been to have used the words, "the executor to whom probate was granted," instead of "the person acting in the administration of the estate." The construction I place upon section 32 is confirmed by the language of section 31, which provides for the return by the Crown of overpaid duty if at any time after the grant of probate and "during the administration of the estate" the value mentioned in the certificate is found to exceed the true value of the personal estate of the deceased. That section unequivocally points to the period during which the estate is in course of administration, and it follows, as it seems to me, that it is only during such period that a person can be acting in the administration. The 12th section of the Customs and Inland Revenue Act, 1880 (43 Vict. c. 14), though not directly touching probate duty, nevertheless seems to me to indicate the general views of the Legislature, that with the distributing of the estate after the executors have given to the Commissioners of Inland Revenue all information required or necessary to enable them to claim the proper duty, liability to pay further duty ought to cease. I purposely have made no distinction between the picture by Hoare, accidentally omitted from the valuation, and those which were included in the valuation and alleged to be undervalued because probate was granted for and justified the administration of the whole estate of the testator, and not merely the items mentioned in the inventory, valuation, or account, and the duty payable was in respect of the whole estate and not of separate parts, and if it had so happened that the valuer had estimated the pictures included in his valuation at a sum sufficient in fact to cover

not only those pictures, but the omitted picture as well, the mere fact of its omission would not have justified a claim for extra duty. *The Attorney-General* v. *Dardier* was cited to us in the course of the argument, but I fail to see its applicability to the present case. That case did not arise under any Act relating to probate, but under a section relating to legacy duty not at all resembling the section I have been discussing. Moreover, in that case the error in the valuation was known to the executors in the course of the administration and during the performance of the executors' duties. Here the very reverse is the case. One further observation I would make as to the probate. Having been granted it justified the executors in administering the whole estate, and the insufficiency of the stamp (if proved) would not affect its validity, though whilst insufficiently stamped its admissibility in evidence might be affected. Whether or not, having regard to the fact that the executors are also two of the trustees under the will, the Crown can by any other proceedings enforce the payment of the extra duties claimed, I offer no opinion: see *Clegg* v. *Rowland* (3 Eq. 368), *Re Smith*, *Henderson-Roe* v. *Hitchins* (*ubi sup.*), *Jervis* v. *Wolferstan* (*ubi sup.*). I simply confine myself to answering the question which arises upon this information—namely, whether, upon the admitted facts, the defendants are as executors liable in these proceedings. I think they are not. Our judgment ought, therefore, to be for the defendants, with costs.

WILLS, J., delivered a written judgment to the same effect. Judgment for the defendants.—COUNSEL, *Sir E. Clarke*, S.G., and *Vaughan Hawkins*; *Rigby*, Q.C., and *Dibdin*. SOLICITORS, *The Solicitor of Inland Revenue*; *Wade & Lyall*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

ARMSTRONG AND OTHERS v. ALLAN BROTHERS—30th May.

SHIPPING—BAILMENT—SHIPPING NOTE—CONDITION IN SHIPPING NOTE THAT "CLEAN RECEIPT" MUST BE GIVEN BY SHIPOWNER—SHIPOWNER REFUSING TO GIVE CLEAN RECEIPT, BUT STOWING GOODS ON BOARD—REFUSAL TO RE-DELIVER GOODS TO OWNER—LIABILITY OF SHIPOWNER AS FOR CONVERSION OF GOODS.

Action tried before Wills, J., without a jury, on the 3rd and 4th of May, in which the learned judge took time to consider his judgment, which he now delivered in writing. The action was brought to recover the sum of £3, as for a conversion by the defendants of goods belonging to the plaintiffs, but though the amount claimed in the action was small, the questions involved were important. The following facts are taken from the judgment of the learned judge:—The plaintiff Armstrong is an oil manufacturer, and the defendants are the owners of the steamship *Montevidean*. On the 15th of April, 1891, Armstrong sold to Nickoll & Co. (the other plaintiffs) 100 tons of linseed oil in good, strong, iron-bound casks, fit for export, "to be delivered alongside a wharf or vessel in the Thames or docks, and paid for in cash in exchange for wharf or mate's receipt." Nickoll & Co. engaged with the defendants on the same day for shipment of 400 tons of linseed oil to Montreal during the season. On the 6th of June Armstrong was ready to deliver, in accordance with his contract, fifty barrels, and the defendants' steamship *Montevidean* was ready to load in the Albert Dock. Armstrong thereupon lodged with one Ambler, the defendants' wharfinger, at his office on the quay, the following document:—"Received on board *The Montevidean*, Montreal, lying Royal Albert Dock, fifty barrels linseed oil, from Nickoll and Knight, &c. . . . No goods to be received on board unless a clean receipt can be given." The last clause was printed in red ink, and was on all such shipping notes used by Nickoll & Co. They had been accustomed to ship linseed oil by the defendants' vessels, and the defendants were aware that Nickoll & Co.'s notes always contained this clause. The wharfinger sent this note in the usual course to the defendants' office in the City, where the following document was prepared:—"To the officer in charge on board steamship *Montevidean*, . . . Please receive from ——, for account of Nickoll & Knight, fifty barrels of linseed oil. N.B.—These goods are received subject to the conditions of the usual bill of lading or shipping card of the line, and by accepting this broker's order shippers expressly agree to the terms thereof." (Signed for Allan Brothers). The material conditions on the card of the line are that no goods will be received on board from barges without the broker's order. The shipping note was returned by the defendants to Ambler, accompanied by the broker's order, and both were handed in by Ambler to Armstrong's lighterman. On the 11th of June, Armstrong sent a barge laden with fifty barrels of linsed oil alongside *The Montevidean*. The lighterman lodged the two documents at the office of Ambler, who gave instructions to the tally clerk to receive the goods on board. The casks were of the usual character, and in sound condition, and in every way entitled to a clean receipt. The tally clerk received the whole of the casks, and they were immediately stowed in the hold. The lighterman in the usual course applied for the ship's receipt, and received the before-mentioned shipping note of Nickoll & Co., with these words written across it, "*s.s. Montevidean*, received fifty casks, old casks, E. Ambler." The lighterman objected to the words "old casks," and told the defendants' wharfinger, as the fact was, that the casks were such as were always used in the shipment of linseed oil. Such a document, if in order, would be a mate's receipt within the meaning of the contract between Armstrong and Nickoll & Co. The words, "old casks," however, prevent it from being a clean receipt, and a mate's receipt means a clean receipt. Armstrong not having got a clean receipt, then went to the defendants and demanded from them either a clean receipt or a re-delivery of the goods to them. The defendants refused to give a clean receipt unless they were indemnified against any loss arising on account of the clause "old casks"; they also refused to re-deliver the casks to the plaintiff, as they had already been overstowed in the hold. This action was then brought by Armstrong, and Nickoll & Co. were afterwards added as plaintiffs. Nickoll & Co. refused to accept the mate's receipt or pay for the oil, but the oil having arrived in very fine condition the consignees took delivery of same about August. The consignees have always been willing to pay Nickoll & Co., who in their turn have been willing to pay Armstrong for the oil, a period of two or three months later than the time at which payment ought to have been made. The damages claimed in the action are therefore trivial, being confined to the loss of interest and some small expenses, amounting to about £3. Both parties, however, treat the case as involving a serious question of principle, and hence the present action.

WILLS, J., after setting out the above facts, proceeded:—It is not worth while discussing whether the moment at which the property would pass was when the mate's receipts were tendered, as nothing turns upon the distinction. There seems to have been a bailment of the oil by Armstrong to the defendants on the terms that the goods should not be taken on board unless a clean receipt were given. The oil was Armstrong's. There was nothing in the terms of the shipping note which in any way represented it to be Nickoll & Co.'s. It must be notorious that with shipments of goods the property constantly is not in the shipper at the time the goods are delivered on board, and the intimation that they came from Nickoll is not an intimation as to property, but merely a direction to ship them as part of the goods for which they had engaged room. There is nothing, therefore, in the nature of an estoppel which prevents Armstrong assuming his true character as owner. If the defendants had known whose the goods were they would have done exactly the same. When, therefore, Armstrong had lodged the shipping note, or the defendants had returned it with the broker's order, they undertook to accept the bailment provided their terms were agreed to. On the delivery and acceptance of the goods the contract was complete, and the duty arose on the part of the defendants towards Armstrong to complete their contract by giving clean receipts. If I am right that there was a contract of bailment between the plaintiff and the defendants, it is of very little consequence whether the term upon which this case has to be decided was an absolute undertaking by the defendants not to receive on board goods that they were not ready to give a clean receipt for, or that, if they did so, they would give a clean receipt. In either case there is a breach of contract, and the damages are the same. I am inclined to think that the true view is that there was an absolute undertaking not to receive the goods unless the defendants were prepared to give a clean receipt. It seems to me that the owner of goods has a perfect right to impose his own conditions when he delivers to the shipowner, and the latter has a perfect right to say "I will not take them." But when he assents to such a condition and then refuses to give a clean receipt, the owner may say "*Non hæc in fœdera veni*; give me my goods." The condition seems reasonable. There can be no doubt that the consequence of the refusal may be exceedingly serious to the owner of the goods; he cannot get paid for them, and may find it difficult to insure, especially with a dispute as to their condition. They are at his risk, and he may have no one at the port of discharge to look after them. The intended consignee is not likely to accept them, and may not be able to get them without the bill of lading. Such circumstances seem to invest the refusal to return them with every element of a conversion. The case is nearly covered by authority—*Peek* v. *Larsen* (19 W. R. 1045, L. R. 12 Eq. 378). The plaintiff shipped goods without notice of a charter. The master refused to sign bill of lading except with words indicating that it was subject to the charter-party. The plaintiff then demanded re-delivery, which the master refused. A bill was filed to restrain the shipowner from sending the ship away with the goods. Upon an order of the court the goods were removed and placed in bond to await the result of litigation. Lord Romilly held that the plaintiff was entitled to the goods and to damages, and his observations there do not apply with less force when the owner has given notice before that he will not allow the goods to be shipped unless a clean receipt is given, and when that term has been acceded to. Thesiger, L.J., commented upon, and approved of, this case in *Jones* v. *Hough* (5 Ex. D. 115), and held that the shipowner was bound to return them upon demand. In this case the demand for the return of the goods was made with great promptitude. It was urged that before the oil was demanded it was overstowed and difficult to get at, but the same argument was used ineffectually in *Peek* v. *Larsen*, and it seems impossible to hold that the defendants' own act in doing so can relieve them from an obligation to return goods that they never ought to have taken on board, or to pay damages. It was urged that if there was a conversion at all and the damages must be the value of the goods, and as the real damage was only £3, there could have been no conversion. The argument is a fallacy; in trover the damages are the real loss sustained: *Brierly* v. *Kendall* (17 Q. B. 937). In my opinion the plaintiff Armstrong is entitled to judgment for £3, with costs on the High Court scale. Judgment for the plaintiff.—COUNSEL, *Bucknill*, Q.C., and *J. Walton*; *Witt*, Q.C., and *Hurst*. SOLICITORS, *G. E. Philbrick*; *Pritchard & Sons*.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

REG. v. BAYARD—27th May.

PRACTICE — COSTS — CERTIORARI — RECOGNIZANCE — INDICTMENT — SEVERAL COUNTS—ACQUITTAL ON SOME—SEPARATE TAXATION—16 & 17 VICT. c. 30, s. 5—CROWN OFFICE RULES, 1886, r. 30.

This was a rule *nisi* for a *mandamus* directing the Master of the Crown Office to tax as against the prosecutor the costs of a defendant who had been acquitted upon the 3rd, 4th, 5th, 6th, and 7th counts of an indictment found against her at the Surrey Sessions, and removed by *certiorari*, at the instance of the prosecution, into the Queen's Bench Division. The prosecutors, upon the *certiorari* being obtained, entered into a recognizance conditioned that if they, the prosecutors, should pay the defendant's costs in case she were acquitted upon the "indictment against her for

certain misdemeanours" the recognizance should be void, otherwise to remain in full force. The indictment contained seven counts charging certain misdemeanours, which had reference to alleged highway offences. At the trial the defendant was found guilty upon the first three counts, but verdicts of not guilty were entered upon the remainder. A new trial was then obtained in respect of the third count, and upon that being retried she was acquitted. The above rule was thereupon obtained in respect of the costs incurred under the counts, upon which the defendant had been acquitted. It was contended by counsel for the prosecutors in shewing cause against the rule that by the recognizance entered into as required by 16 Vict. c. 30, s. 5 (re-enacted in rule 30 of the Crown Office Rules, 1886), the defendant was only to have the costs if she were acquitted "upon the indictment," and upon the indictment in this case there was a verdict and judgment for the Crown. The recognizance could not be construed distributively, and unless the defendant was acquitted on all the counts it would not give her costs. He cited *Reg.* v. *Inhabitants of East Stoke* (13 W. R. 737, 6 B. & S. 636); *R.* v. *Downes* (1 T. R. 453). It was argued by counsel in support of the rule that the words in the recognizance providing for the payment of the costs in the event of the acquittal of the defendant "upon an indictment" were not warranted by the statute. She was in reality acquitted upon an indictment of an offence. Here the defendant could plead lawful acquittal of the "said offences charged in the said indictment" under the third and remaining counts, and she ought not to be prejudiced because the Crown had charged all the misdemeanours in one indictment. In *R.* v. *Howdon* (11 Ad. & E. 143) there were two offences charged in the indictment, and they were treated distributively. He cited also *R.* v. *Fieldhouse* (1 Cowp. 325).

THE COURT (MATHEW and WRIGHT, JJ.) discharged the rule. This was an attempt to change the practice and to tax the issues upon an indictment separately. Assuming that these were distinct misdemeanours charged, the Act said that when the prosecution obtained the *certiorari*, the prosecution should pay on acquittal upon the indictment the defendant's costs subsequent to the removal. The court were far from saying that it had not a discretion to direct the recognizance to be taken in such a form that the costs might be taxed upon the issues, but that was not done here, and the recognizance was in the ordinary form; and the master had certified that the practice in such cases was uniform. The rule being discharged, costs should follow the event.—COUNSEL, *Lochnis; Marshall.* SOLICITORS, *Rowcliffes & Co.; Robbins & Co.*

[Reported by J. P. MELLOR, Barrister-at-Law.]

STORY *v.* **SHEARD**—2nd June.

HIGHWAYS AND LOCOMOTIVES (AMENDMENT) ACT, 1878 (41 & 42 VICT. c. 77), s. 23—DAMAGE CAUSED BY EXCESSIVE WEIGHT OR EXTRAORDINARY TRAFFIC—RIGHT TO RECOVER EXPENSES—DEATH OF PERSON LIABLE—LIABILITY OF ESTATE—"ACTIO PERSONALIS MORITUR CUM PERSONA."

Case stated by justices of the county of Derby. The Highways and Locomotives (Amendment) Act, 1878, s. 23, provides that "where by a certificate of their surveyor it appears to the authority which is liable or has undertaken to repair any highway . . . that, having regard to the average expense of repairing highways in the neighbourhood, extraordinary expenses have been incurred by such authority in repairing such highway by reason of the damage caused by excessive weight passing along the same, or extraordinary traffic thereon, such authority may recover in a summary manner from any person by whose order such weight or traffic has been conducted the amount of such expenses as may be proved to the satisfaction of the court having cognizance of the case to have been incurred by such authority by reason of the damage arising from such weight or traffic as aforesaid." The appellant (the surveyor for the county) certified that extraordinary expenses to the extent of £295 3s. 5d. had been incurred by the Derbyshire County Council during the year ending the 31st of March, 1891, in repairing certain main roads by reason of damage caused by excessive weight passing along the same and extraordinary traffic thereon—viz., locomotive engines drawing trucks laden with coal—and that such weight and traffic was conducted over the said main roads by order of John Sheard, deceased. John Sheard died in May, 1891, and the respondent was the executrix of his will. An information was lodged against the respondent, and it was contended that the testator's estate was liable to pay the amount of the extraordinary expenses. The magistrates held that the proceedings under section 23 were purely personal against the person who ordered the thing to be done, and dismissed the information.

THE COURT (POLLOCK, B., and VAUGHAN WILLIAMS, J.) dismissed the appeal.

POLLOCK, B.—The question in this case is whether proceedings for recovery of damages in respect of extraordinary traffic taken under section 23 of the Highways and Locomotives (Amendment) Act, 1878, can be maintained against the personal representative of a deceased person by whose order the traffic causing the damage to the road was conducted. That question can best be answered by inquiring into the substance of these proceedings. If they are a means of recovering a debt they will lie against his executors; if they are for tort the rule *actio personalis moritur cum persona* applies. Now I cannot doubt that this is really a case of tort. The proceedings arise in this way. A person uses a highway in a manner that is excessive. Under the old law proceedings might be taken against him by the owners of the highway either by an action or by indictment; if by action it certainly would be founded on tort. But as these heavy machines had come into more frequent use the Legislature made the special provision which is contained in section 23 as to the recovery of the expenses incurred in repairing the damage caused by this extraordinary traffic. But the statute has not altered the nature of the acts in respect of which the proceedings may be taken; they are taken in respect of a tort, and the well-established rule applies.

VAUGHAN WILLIAMS, J., agreed. Appeal dismissed.—COUNSEL, *Carver; T. E. Ellison.* SOLICITORS, *Busby*, clerk of the peace for Derbyshire; *Geare, Son, & Pease*, for *Wake & Sons*, Sheffield.

[Reported by T. R. C. DILL, Barrister-at-Law.]

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 8th inst., Mr. John Hunter in the chair. The other directors present were Messrs. W. Beriah Brook, Grantham R. Dodd, Samuel Harris (Leicester), J. H. Kays, Sidney Smith, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £285 was distributed in grants of relief; eleven new members were admitted to the association; and other general business was transacted.

LAW ASSOCIATION.

The following is the seventy-fifth report of the board of directors of the Law Association (for the benefit of widows and families of solicitors in the metropolis and vicinity) to the annual general court, held on Tuesday, 31st of May, 1892, Mr. Laurence Desborough in the chair.

1. The directors have the pleasure of submitting a report of their proceedings and the accounts for the past twelve months.

2. The property of the association now consists of the following investments, viz:—

Consols (2¾ per cent.)	£22,480	11	9
India 3 per cents.	4,162	18	6
India 3½ per cents.	465	13	2
Great Indian Peninsular Railway Stock	2,500	0	0
East Indian Railway Company (Annuity Class B) ...	6,837	10	0

3. The income of the association for the year ending May 1892, was as follows:—Dividends on the above investments £1,212 15s. 4d., annual subscriptions for the like period, £276 3s., life subscriptions £84, and legacies £279 10s., making the total income of the association £1,852 8s. 4d. for the year.

4. The directors have distributed £1,025 amongst 29 members' cases, and £150 amongst 16 non-members' cases, making the total relief granted £1,175.

5. The directors have to report with deep regret the deaths, during the past year, of the following members of the association:—Mr. Charles Kaye Freshfield, Mr. Robert Manley Lowe, Mr. George Burrow Gregory, Mr. Chadd Ragsdale Randall, and Mr. John Iliffe.

6. By the regulations of the association the president, vice-president, treasurers, directors, and auditors for the ensuing year are to be elected at the present meeting.

7. The directors feel that having regard to the highly beneficial operation of the association in the past, they may well urge upon the members the desirability of their making further personal efforts to promote its interests.

At a meeting of the directors, held at the hall of the Incorporated Law Society on Thursday, the 2nd inst.—the following being present:—viz., Messrs. H. C. Nisbet (chairman), W. Collisson, S. J. Daw, J. Lucas, Sidney Smith, Spencer Whitehead, and Arthur Carpenter (secretary)—grants amounting to £1,020 were made to the widows and families of twenty-seven members for the ensuing year, and donations amounting to £90 to the widows and daughters of ten non-members; and the ordinary general business was transacted.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. CHALONER WILLIAM CHUTE, barrister. He was educated at Eton and at Balliol College, Oxford. At the University he gained the Ireland Scholarship, and the Gaisford Prize for Greek Verse, a first class in Moderations, and in the Final Classical Schools, and a second class in the Final Schools of Law and History; and in 1861 he was elected to a Fellowship at Magdalen College. He practised for some years at the Chancery bar, but on succeeding to the family estate in 1879 he retired from the bar. He was a justice of the peace and deputy-lieutenant of the county of Hants, a member of the governing body of Winchester College, and for many years auditor of Eton College.

APPOINTMENTS.

Mr. WILLIAM BEDFORD GLASIER, solicitor, 47, Essex-street, Strand, has been appointed a Commissioner for Oaths. Mr. Glasier was admitted in December, 1878.

Mr. EDMUND BURKE HARRIS, B.A. Cantab, solicitor, Tonbridge, has been appointed a Commissioner for Oaths. Mr. Harris was admitted in July, 1884, after passing the final examination with honours.

Mr. HERBERT ARTHUR HOWE, solicitor, Redhill, has been appointed a Commissioner for Oaths. Mr. Howe was admitted in March, 1886.

Mr. HERBERT HUNT HUMPHREYS, solicitor, Manchester, has been ap

pointed a Commissioner for Oaths. Mr. Humphreys was admitted in January, 1886.

Mr. James Isherwood, solicitor, Heywood, has been appointed a Commissioner for Oaths. Mr. Isherwood was admitted in July, 1884.

Mr. Thos. Watson Wilson, solicitor, Wath-upon-Dearne, has been appointed a Commissioner for Oaths. Mr. Wilson was admitted in November, 1884.

Mr. Frederick Collett Wadge, solicitor, Wakefield, has been appointed a Commissioner for Oaths. Mr. Wadge was admitted in November, 1884.

Mr. Henry George Watts, M.A., solicitor, Savoy-mansions, Savoy, has been appointed a Commissioner for Oaths. Mr. Watts was admitted in February, 1885.

Mr. Reginald Thos. Webster, solicitor, 44, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths. Mr. Webster was admitted in February, 1882.

Mr. Thos. Cato Worsfold, solicitor, 14, Furnival's-inn, has been appointed a Commissioner for Oaths. Mr. Worsfold was admitted in July, 1883.

Mr. Septimus Peacock, solicitor, Sunderland, has been appointed a Commissioner for Oaths. Mr. Peacock was admitted in January, 1885.

Mr. Phillip John Rutland, solicitor, 69, Chancery-lane, has been appointed a Commissioner for Oaths. Mr. Rutland was admitted in December, 1885.

Mr. George Thomas Preston Robinson, solicitor, Leominster, has been appointed a Commissioner for Oaths. Mr. Robinson was admitted in August, 1884. He is deputy-registrar of the county court.

Mr. Edward Castleman Smith, solicitor, Blandford, has been appointed a Commissioner for Oaths. Mr. Smith was admitted in April, 1884. He is town clerk of Blandford.

Mr. James Bolton Sharples, solicitor, Prestwich, has been appointed a Commissioner for Oaths. Mr. Sharples was admitted in March, 1886.

Mr. Frederic Alford Snell, solicitor, 1, George-street, E.C., has been appointed a Commissioner for Oaths. Mr. Snell was admitted in January, 1881.

Mr. Isaac Walton Brown Stanley, solicitor, 116, Fenchurch-street, E.C., has been appointed a Commissioner for Oaths. Mr. Stanley was admitted in March, 1886.

Mr. Charles Hardy Thompson, solicitor, Colchester, has been appointed a Commissioner for Oaths. Mr. Thompson was admitted in March, 1876.

Mr. John Tonge, solicitor, Great Grimsby, has been appointed a Commissioner for Oaths. Mr. Tonge was admitted in January, 1886, after passing the final examination with honours.

Mr. Edwin Henry Walker, solicitor, 7, Birchin-lane, E.C., has been appointed a Commissioner for Oaths. Mr. Walker was admitted in Easter, 1873, after passing the final examination with honours.

Mr. Thos. Harry Wright, solicitor, Leicester, has been appointed a Commissioner for Oaths. Mr. Wright was admitted in November, 1885.

Mr. Wm. Forshaw Wilson, solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Wilson was admitted in August, 1879.

Mr. George John Westbrook, solicitor, Hyde, has been appointed a Commissioner for Oaths. Mr. Westbrook was admitted in March, 1886. He is deputy clerk to the county magistrates.

Mr. Walter Lauriston Lewis, solicitor, Walsall, has been appointed a Commissioner for Oaths. Mr. Lewis was admitted in November, 1884.

Mr. Cecil Edward Maples, solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Maples was admitted in November, 1882.

Mr. Richard Mason, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Mason was admitted in Trinity, 1872.

Mr. Edward Joseph Moeran, B.A., solicitor, 89, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Moeran was admitted in March, 1886.

CHANGES IN PARTNERSHIPS.

Dissolution.

John Wright and Arthur George Tanfield, solicitors, Cradley Heath, Halesowen, and Blackheath (John Wright & Tanfield.) May 30. The practice will in future be carried on by the said John Wright.

[*Gazette*, June 3.

GENERAL.

Mr. Justice Barnes, after being sworn in at the Privy Council, took his seat on the bench on the 2nd inst. in the Probate Court I. Although the last day of the sittings, a large number of barristers were present, including Mr. Inderwick, Q.C. Several ladies were also present. Lady Barnes occupied a seat in the jury-box. His lordship proceeded to hear a probate action.

The *St. James's Gazette* says that the arrangement whereby the Inns of Court Volunteers engaged for purposes of drill men of the first class Army Reserve who had served in the rifle battalions and drilled along with them has proved a success from every point of view, highly creditable to the men of the reserve and most satisfactory to the volunteers. Colonel Russell has received many applications from men who desire to know when the drills will be resumed. He proposes to have another series next winter.

The *Times* says that amongst the list of measures likely to be dropped must now be included the Evidence in Criminal Cases Bill, the consideration of which by the Standing Committee on Law was fixed for the 2nd inst. At the hour fixed for the meeting of the committee, Mr. Osborne Morgan and a few other members put in an appearance, but the total attendance fell far short of a quorum, and after waiting an hour, with no better result, Mr. Morgan intimated that there would be a further adjournment *sine die*.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, June 13	Mr. Carrington	Mr. Pugh	Mr. Ward
Tuesday 14	Lavie	Beal	Pemberton
Wednesday 15	Carrington	Pugh	Ward
Thursday 16	Lavie	Beal	Pemberton
Friday 17	Carrington	Pugh	Ward
Saturday 18	Lavie	Beal	Pemberton
	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, June 13	Mr. Jackson	Mr. Godfrey	Mr. Rolt
Tuesday 14	Clowes	Leach	Farmer
Wednesday 15	Jackson	Godfrey	Rolt
Thursday 16	Clowes	Leach	Farmer
Friday 17	Jackson	Godfrey	Rolt
Saturday 18	Clowes	Leach	Farmer

TRINITY SITTINGS, 1892.

COURT OF APPEAL.

Appeal Court, I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division Sitting in Bankruptcy.

Tues., June 14 — App motns ex pte—orgl mots and apps from ords made on interlocutory mots
Wed. 15 — New trial paper
Thursday 16 — New trial paper
Friday 17 — Bkcy apps and new trial paper if required
Saturday 18 — New trial paper
Monday 20 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final appeals if required
Tuesday 21 — Q B final apps
Wed. 22 — Q B final apps
Thursday 23 — Q B final apps
Friday 24 — Bkcy apps and Q B final apps if required
Saturday 25 — Q B final apps
Monday 27 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots and Q B final apps if required
Tuesday 28 — New trial paper
Wed. 29 — New trial paper
Thursday 30 — New trial paper
Friday, July 1 — Bkcy apps and new trial paper if required
Saturday 2 — New trial paper
Monday 4 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final appeals if required
Tuesday 5 — Q B final apps
Wed. 6 — Q B final apps
Thursday 7 — Q B final apps
Friday 8 — Bkcy apps and Q B final apps if required
Saturday 9 — Q B final apps
Monday 11 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final appeals if required
Tuesday 12 — New trial paper
Wed. 13 — New trial paper
Thursday 14 — New trial paper
Friday 15 — Bkcy apps and new trial paper if required
Saturday 16 — New trial paper
Monday 18 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final appeals if required
Tuesday 19 — Q B final apps
Wed. 20 — Q B final apps
Thursday 21 — Q B final apps
Friday 22 — Bkcy apps and Q B final apps if required
Saturday 23 — Q B final apps
Monday 25 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final appeals if required
Tuesday 26 — New trial paper
Wed. 27 — New trial paper
Thursday 28 — New trial paper
Friday 29 — Bkcy apps and new trial paper if required
Saturday 30 — New trial paper
Monday, Aug 1 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final apps if required
Tuesday 2 — Q B final apps
Wednesday 3 — Q B final apps
Thursday 4 — Q B final apps
Friday 5 — Bkcy apps and Q B final apps if required
Saturday 6 — Q B final apps
Monday 8 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final apps if required
Tuesday 9 — New trial paper
Wed. 10 — New trial paper
Thursday 11 — New trial paper
Friday 12 — Bkcy apps and new trial paper if required

N.B.—Admiralty Appeals (with Assessors) will be taken on days to be appointed by the court.

Special Notice.—The Queen's Bench final appeals and the New Trial Paper will be taken in alternate weeks as above stated, but if the New Trial Paper is disposed of before the end of the Sittings, then the Final Appeals will be taken every week during the remainder of the Sittings.

Further Special Notice.—On Mondays and Fridays Final Appeals or New Trial Motions will only be taken when there are not enough Interlocutory or Bankruptcy Appeals for a day's Paper.

Appeal Court, II.

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.

Tues., June 14 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (see list) and Chan final apps if required
Wed. 15 — Chan final apps
Thursday 16 — County Palatine apps and Chan final apps
Friday 17 — Chan final apps
Saturday 18 — Chan final apps
Monday 20 — Chan final apps
Tuesday 21 — Chan final apps
Wed. 22 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (see list) and Chan final apps if required
Thursday 23 — Chan final apps
Friday 24 — Chan final apps
Saturday 25 — Chan final apps
Monday 27 — Chan final apps
Tuesday 28 — Chan final apps
Wed. 29 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (see list) and Chan final apps if required

Thursday ...30
Friday, July 1
Saturday ... 2
Monday 4
Tuesday .... 5 — Chan final apps

Wed. ..... 6 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required

Thursday ... 7 — County Palatine apps and Chan final apps

Friday 8
Saturday ... 9
Monday 11
Tuesday ....12 — Chan final apps

Wednesday 13 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required

Thursday ...14
Friday 15
Saturday ...16
Monday 18
Tuesday ....19 — Chan final apps

Wed. .....20 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required

Thursday ...21
Friday 22
Saturday ...23
Monday 25
Tuesday ....26 — Chan final apps

Wed. .....27 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list), and Chan final apps if required

Thursday ...28
Friday 29
Saturday ...30
Monday, Aug 1
Tuesday..... 2 — Chan final apps

Wed. ..... 3 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required

Thursday ... 4 — County Palatine apps and Chan final apps

Friday 5
Saturday ... 6
Monday 8
Tuesday .... 9 — Chan final apps

Wed. .....10 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required

Thursday ...11
Friday .....12 — Chan final apps

N.B.—Lunacy Petitions (if any) are taken in Appeal Court II. on every Monday at Eleven until further notice.

Special Notice.—When the Interlocutory Appeals are not enough for a day's Paper, Chancery Final Appeals will be added on Interlocutory days.

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

Chancery Court, I.
Mr. Justice CHITTY.

Tues., June 14...Mots and non wit list
Wednesday 15
Thursday ...16 — Non wit list
Friday .....17...Mots and non wit list
Saturday ...18 — Pets, sht caus, procedure sums, opposed pets, and non wit list
Monday.....20...Sitting in chambers
Tuesday 21
Wed. .....22 — Non wit list
Thursday ...23
Friday .....24...Mots and non wit list
Saturday ...25 — Pets, sht caus, opposed pets, procedure sums, and non wit list
Monday.....27...Sitting in chambers
Tuesday 28
Wednesday 29
Thursday ...30 — Non wit list
Friday, July 1...Mots and non wit list
Saturday ... 2 — Pets, sht caus, procedure sums, opposed pets, and non wit list
Monday ..... 4...Sitting in chambers
Tuesday 5
Wednesday 6
Thursday ... 7 — Causes with wits
Friday ..... 8...Mots and non wit list
Saturday ... 9 — Pets, sht caus, opposed pets, procedure sums, and non wit list
Monday.....11...Sitting in chambers
Tuesday 12
Wednesday 13
Thursday ...14 — Causes with wits
Friday .....15...Mots and non wit list
Saturday ...16 — Pets, sht caus, procedure sums, opposed pets, and non wit list
Monday.....18...Sitting in chambers
Tuesday 19
Wednesday 20
Thursday ...21 — Causes with wits
Friday .....22...Mots and non wit list
Saturday ...23 — Pets, sht caus, procedure sums, opposed petns, and non wit list
Monday.....25...Sitting in chambers
Tuesday 26
Wed. .....27 — Non wit list
Thursday ...28
Friday .....29...Mots and non wit list
Saturday ...30 — Pets, sht caus, opposed pets, procedure sums, and non wit list
Monday, Aug 1...Sitting in chambers
Tuesday ... 2
Wed. ..... 3 — Non wit list
Thursday ... 4
Friday ..... 5...Mots and non wit list
Saturday ... 6 — Pets, sht caus, procedure sums, opposed pets, and non wit list
Monday .... 8...Sitting in chambers
Tuesday..... 9
Wednesday 10 — Remaining mots, remain-pets, adj smns (procedure),
Thursday ...11 — and non wit list
Friday 12

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper.

N.B.—In the weeks when non-witness actions are taken, further considerations will be taken on Tuesdays. In the weeks when witness actions are taken, further considerations will not be taken on Tuesdays, but may be taken on Saturdays.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Chief Clerk's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the paper.

Chancery Court, II.
Mr. Justice NORTH.

Thurs, June 16...Mots and adj sums
Friday .....17...Mots and adj sums
Saturday ...18...Sht caus, pets, and adj sum
Monday.....20...Sitting in chambers
Tuesday 21
Wed. .....22 — General paper
Thursday ...23
Friday .....24...Mots and adj sums
Saturday ...25...Sht caus, pets, and adj sum
Monday.....27...Sitting in chambers
Tuesday 28
Wed. .....29 — General paper
Thursday ...30
Friday, July 1...Mots and adj sums
Saturday ... 2...Sht caus, pets, and adj sum
Monday .... 4...Sitting in chambers
Tuesday ... 5
Wed. ..... 6 — General paper
Thursday ... 7
Friday ..... 8...Mots and adj sums
Saturday ... 9...Sht caus, pets, and adj sum
Monday.....11...Sitting in chambers
Tuesday 12
Wed. .....13 — General paper
Thursday ...14
Friday .....15...Mots and adj sums
Saturday ...16...Sht caus, pets, & adj sums
Monday.....18...Sitting in chambers
Tuesday 19
Wednesday 20 — General paper
Thursday ...21
Friday .....22...Mots and adj sums
Saturday ...23...Sht caus, pets, and adj sum
Monday .....25...Sitting in chambers
Tuesday 26
Wed. .....27 — General paper
Thursday ...28
Friday .....29...Mots and adj sums
Saturday ...30...Sht caus, pets, and adj sum
Monday, Aug 1...Sitting in chambers
Tuesday ... 2
Wed. ..... 3 — General paper
Thursday ... 4
Friday ..... 5...Mots and adj sums
Saturday ... 6...Sht caus, pets, and adj sum
Monday .... 8...Sitting in chambers
Tuesday ... 9
Wed. .....10 — General paper
Thursday ...11
Friday 12

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk the day before the cause is to be put in the paper.

Lord Chancellor's Court.
Mr. Justice STIRLING.

Tues., June 14...Mots, adj sums, and gen pa
Wed. .....15 — General paper
Thursday ...16
Friday .....17...Mots, adj sums, and gen pa
Saturday ...18 — Sht caus, pets, adj sums, and gen pa
Monday.....20...Sitting in chambers
Tuesday 21
Wed. .....22 — General paper
Thursday ...23
Friday .....24...Mots, adj sums, and gen pa
Saturday ...25 — Sht caus, pets, adj sums, and gen pa
Monday.....27...Sitting in chambers
Tuesday 28
Wed. .....29 — General paper
Thursday ...30
Friday, July 1...Mots, adj sums, and gen pa
Saturday ... 2 — Sht caus, pets, adj sums, and gen pa
Monday .... 4...Sitting in chambers
Tuesday ... 5
Wed. ..... 6 — General paper
Thursday ... 7
Friday ..... 8...Mots, adj sums, and gen pa
Saturday ... 9 — Sht caus, pets, adj sums, and gen pa
Monday.....11...Sitting in chambers
Tuesday 12
Wed. .....13 — General paper
Thursday ...14
Friday .....15...Mots, adj sums, and gen pa
Saturday ...16 — Sht caus, pets, adj sums, and gen pa
Monday.....18...Sitting in chambers
Tuesday 19
Wednesday 20 — General paper
Thursday ...21
Friday .....22...Motns, adj smns, & gen pa
Saturday ...23 — Sht caus, pets, adj sums, and gen pa
Monday .....25...Sitting in chambers
Tuesday 26
Wed. .....27 — General paper
Thursday ...28
Friday .....29...Mots, adj sums, and gen pa
Saturday ...30 — Sht caus, pets, adj sums, and gen pa
Monday, Aug 1...Sitting in chambers
Tuesday ... 2 — Remaining pets, adj sums,
Wednesday 3 — and gen pa
Thursday ... 4...Adj sums and gen pa
Friday ..... 5 — Mots, adj sums, & gen pa
Saturday ... 6
Monday .... 8...Sitting in chambers
Tuesday ..... 9...General paper
Wed. .....10...Mots and gen pa
Thursday ...11...Remaining mots & gen pa
Friday .....12...Sitting in chambers

N.B.—The Trial of Actions with Witnesses will be commenced on Tuesday, June 21.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put into the paper.

Chancery Court, IV.
Mr. Justice KEKEWICH.

The following will be the Order of Business according to the days of the week:—

Monday (except Aug. 8) — Sitting in Chambers.

Thursday, Aug. 11, and Friday, Aug. 12, will also be devoted to this business.

Tuesday, Wednesday, and Thursday—Witness Actions, Non-Witness Actions (including Further Considerations), or Adjourned Summonses as from time to time arranged. There will also be a sitting in court for this business on Monday, Aug. 8.

Friday—Motions and Non-Witness Actions or Adjourned Summonses.

N.B.—The last regular day for Motions, that is on which Motions can be made without special leave, will be Friday, Aug. 5.

Motions will also be heard on the first day of the Sittings—Tuesday, June 14.

Saturday—Short Causes, Petitions, and Non-Witness Actions or Adjourned Summonses.

Actions with Witnesses will be taken on Tuesday, June 21.

The last day of sittings in court will be Wednesday, Aug. 10.

Liverpool and Manchester Business will be taken as follows:—

Motions on days appointed for Motions.

Short Causes, Petitions, and Adjourned Summonses on Saturdays.

Summonses in Chambers on Friday Afternoons, Liverpool and Manchester Summonses being taken on alternate Fridays, commencing with Manchester Summonses on Friday, June 17.

Chancery Court, III.
Mr. Justice ROMER.

Actions transferred for Trial or Hearing only will be taken in the order in the Cause List on every day of the Sittings, from June 14 to August 12, both inclusive.

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

Masters in Chambers for Trinity Sittings, 1892.

A to F—Mondays, Wednesdays, and Fridays, Master Kaye; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G to N—Mondays, Wednesdays, and Fridays, Master Butler; Tuesdays, Thursdays, and Saturdays, Master Macdonell.

O to Z—Mondays, Wednesdays, and Fridays, Master Archibald; Tuesdays, Thursdays, and Saturdays, Master Wilberforce.

Trinity Sittings, 1892.

A to F—All applications by summons or otherwise in actions assigned to Master Johnson are to be made returnable before him in his own room, No. 110, at 11.30 a.m., on Tuesdays, Thursdays, and Saturdays up to the 18th of June inclusive, after which date they are to be made returnable before the masters in chambers in this division.

G to N—All applications by summons or otherwise in actions assigned to Master Walton are to be made returnable before him in his own room, No. 175, at 11.30 a.m., on Mondays, Wednesdays, and Fridays.

O to Z—All applications by summons or otherwise in actions assigned to Master Manley Smith are to be made returnable before him in his own room, No. 109, at 11.30 a.m., on Tuesdays, Thursdays, and Saturdays up to the 18th of June inclusive, after which date they are to be made returnable before the masters in chambers in this division.

The parties are to meet in the ante-room of masters' chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers. By Order of the Masters.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Bousfield.—May 27, at St. Swithins, Hendon, N.W., the wife of W. R. Bousfield, Q.C., M.P., of a daughter.

Hope.—May 29, at Eastham, Cheshire, the wife of Collingwood Hope, barrister-at-law, of a daughter.

Stubbs.—June 5, at Granham, East Molesey, the wife of Charles Stubbs, LL.D., barrister-at-law, of a daughter.

Waggett.—May 29, at 16, Princes-square, W., the wife of John Francis Waggett, of Lincoln's-inn, barrister-at-law, of a daughter.

Warnes.—June 5, at Cranley Grange, Eye, Suffolk, the wife of Harold Warnes, solicitor, of twins (girl and boy).

MARRIAGES.

BLAIR—DIXON.—June 1, at the West Parish Church, Aberdeen, Alexander Stevenson Blair, B.A. (Oxon), Writer to the Signet, Edinburgh, to Elinor Woodman Dixon, second daughter of the late Arthur Woodman Dixon, of Sunderland.

BROMBY—HENSMAN.—June 2, at the Pro-Cathedral, Kensington, Charles Hamilton Bromby, of the Inner Temple, barrister-at-law, to Mary Ellen, daughter of George Hensman, of Collingham-place, South Kensington.

BURRELL—TROLLOPE.—June 2, at St. Alban's Church, Acton-green, William Burrell, solicitor, of Richmond, Surrey, to Ethel Mary, eldest surviving daughter of William Mann Trollope, of 9, Woodstock-road, Bedford-park, Chiswick, Town Clerk of Westminster.

DE SAUSMAREZ—MANN.—June 2, at the Parish Church, Woking, Havilland Walter de Sausmarez, of the Inner Temple, barrister-at-law, and of Sausmarez Manor, Guernsey, to Dora Beatrice, second daughter of the late Major-General Gother Frederick Mann, C.B., Royal Engineers.

JAMES—MOIR.—June 1, at St. John's, Paddington, Charles Ashworth James, Fellow of Hertford College, Oxford, and of Lincoln's-inn, barrister-at-law, to Margaret Louisa, second daughter of the late William Moir and of Mrs. William Moir, of 12, Hyde-park-street.

LIDDLE—SUGGERS.—June 7, at the Parish Church, Uckfield, Sussex, Mark Anthony Liddle, solicitor, of No. 65, Torrington-square, W., to Blanche, youngest daughter of the late Edward Suggers and of Mrs. Suggers, of Mountfield Lodge, Uckfield.

LOVELL—MARRIOTT.—June 1, at Holy Trinity, Sydenham, Charles Forster Lovell, of Gray's-inn, solicitor, to Maud Eleanor, eldest daughter of Arthur William Marriott, of Perry-hill, S.E., and Newnham, Northamptonshire.

MEEK—HILL.—June 2, at St. Matthew's, Bayswater, William Alfred Meek, barrister-at-law, formerly Fellow of Trinity College, Cambridge, to Josephine Harriett (Zoe), youngest daughter of Mrs. Joseph Hill, of 4, Pembridge-square, Bayswater, W.

STURGE—DUNCAN.—June 1, at St. Saviour's, Redland, Bristol, Francis Sturge, of Bristol, solicitor, to Adelaide Browning, eldest daughter of Edward Duncan, of Glenavon, Redland, Bristol.

DEATHS.

BUTT.—May 25, at Wiesbaden, the Right Hon. Sir Charles Butt, of Oxshott, Surrey, President of the Probate, Divorce, and Admiralty Division of the High Court of Justice, aged 61.

GUIRY.—May 31, at his residence, 87, Linden-gardens, W., Michael Grace Guiry, of the Middle Temple, barrister-at-law.

KARSLAKE.—May 31, at Turvey, Bedfordshire, Edward Kent Karslake, Q.C.

MARTIN.—June 7, at 17, Clanricarde-gardens, Hyde-park, Eustace Meredyth Martin, M.A., of Trinity College, Dublin, and of Trinity College, Cambridge, also member of Lincoln's-inn.

WANSEY.—June 4, at Stambourne, Stoke Bishop, Bristol, Arthur Alfred Wansey, solicitor, aged 26.

WINDING UP NOTICES.

London Gazette.—FRIDAY, June 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-SHEBA GOLD MINING CO, LIMITED—Creditors are requested, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Ernest H. Collins, 19A, Coleman st

ANGLO-TRANSVAAL GOLD MINING AND EXPLORATION CO, LIMITED—Creditors are required, on or before Aug 3, to send their names and addresses, and the particulars of their debts or claims, to Clifton Shield and Sigmund Neumann, 192, Gresham House, Old Broad st Hollams & Co, Mincing lane, solors for liquidator

AVILL & SHART, LIMITED—Petn for winding up, presented May 31, directed to be heard on June 14 Milward & Co, Fleet st Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of June 13

CONDY'S WHITE LEAD CO, LIMITED—Creditors are required, on or before July 18, to send their names and addresses, and the particulars of their debts or claims, to Herbert James Pratt, 9, Old Jewry chmbrs Geo. & Wm. Webb, Austinfriars, solors for liquidator

DICK RADCLYFFE, LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Percy Mason, 30, King st, Cheapside. Kingsbury & Turner, Brixton rd, solors for liquidator

GOODMAN BROTHERS, LIMITED—Creditors are required, on or before July 9, to send their names and addresses, and the particulars of their debts or claims, to John James Kent, 55, Basinghall st

MONTE DEL ORO MINING CO, LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to John Garland, 6, Queen st place. Blunt & Lawford, Gresham st, solors for liquidator

NEW BRITISH IRON CO, LIMITED—Petn for winding up, presented June 3, directed to be heard on June 25. Freshfields & Williams, Bank bldgs, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of June 24

NORTH KENNEDY CO, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts and claims, to Henry Ryan Lewis, 7, Drapers' gdns, Throgmorton st

THOMAS BULL & CO, LIMITED—Creditors are required, on or before July 16, to send their names and addresses, and the particulars of their debts or claims, to Harvey Preen, 15, Coleman st. Worth, Coleman st, solor for liquidator

UNITED STATES CONTRACT CORPORATION, LIMITED—Creditors are required, on or before July 11, to send their names and addresses, and the particulars of their debts or claims, to the Right Hon Viscount Hampden, at the office of Francis & Johnson, 26, Austinfriars

WAVERLEY COMMERCIAL AND FAMILY HOTEL CO, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Edwin Jabez Morgan, 2, St Peter's ter, Bournemouth. Mooring Aldridge & Haydon, Bournemouth, solors for liquidators

London Gazette.—TUESDAY, June 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BALKIS CONSOLIDATED CO, LIMITED—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts and claims, to Robert Arnot, 9, Gracechurch st Stretton & Co, Cornhill, solors for liquidator

ETHIOPIAN GOLD MINING CO, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Frederic John Young, 41, Coleman st

J. H. EVANS & CO, LIMITED—Petn for winding up, presented June 3, directed to be heard June 25 Wynne-Baxter & Keeble, Laurence Pountney hill, for Streeter, Croydon, solor for petners Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of June 24

J. H. HOLDEN & CO, LIMITED—Creditors are required on or before June 22, to send their names and addresses, and the particulars of their debts or claims, to Frederick Cooper, 12, Bowker's row, Bolton

NATIONAL LITHOGRAPHIC AND PRINTING CO, LIMITED—Petn for winding up, presented June 1, directed to be heard June 25 Ranger & Co, Fenchurch st, solors for petner Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of June 24

FRIENDLY SOCIETY DISSOLVED.

CROMWELL SICK AND BURIAL FUND SOCIETY, Tavistock Arms, Stebbington st, St Pancras June 2

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 27.

AWMACK, EDWIN, Reading, Hardwareman June 30 Brain & Brain, Reading

BATHO, CAROLINE GOUDGE, Cheshunt, Herts June 24 A & H White, Gt Marlborough st

BAYLY, STEPHEN, Eastry, Kent, Grocer June 21 Emerson & Co, Sandwich

BENDA, LOUIS, Houndsditch, Glass Dealer July 1 Joseph & Hyam, Finsbury pavement

BROOKE, CAROLINE, Brook st, Grosvenor sq June 24 Crosse & Sons, Lancaster pl, Strand

BUTLER, JOHN, Wraysbury, Bucks, Baker June 30 Phillips & Ford, Windsor

CASHEL-HOEY, JOHN, Campden hill rd, Kensington, Esq, Barrister at Law July 5 Witham & Co, Gray's inn sq

CHAPMAN, GEORGE, Cathcart rd, West Brompton, Gent July 1 James & James, Ely pl, Holborn circ

DAVEY, BELINDA, Palmers Green July 7 Mitchell, Fenchurch st

DRINKWATER, JOHN, Bugsworth, co Derby, Farmer Aug 1 Johnsons, Stockport

DUXBURY, YATES, Hall i' th' Wood, nr Bolton, Paper Manufacturer July 8 Sale & Co, Manchester

FOWLER, MARY, Winchcombe, Glos June 30 Wood, Winchcombe, R S O

GILHAM, WILLIAM FRANCIS, Old Broad st, Civil Engineer June 28 White, Chancery lane

GOOCH, FREDERICK, Bolton, Accountant's Clerk June 30 Carter & Bell, Idol lane, Eastcheap

GROSVENOR, WILLIAM, Princethorpe, co Warwick, Clerk in Holy Orders June 24 Gateley, Birmingham

GROVER, JAMES, Sydney st, Chelsea, Gent July 14 Herbert, Cork st, Burlington gdns

HART, FREDERICK, Fulham rd, Wall-paper Merchant June 20 Woulfe & Son, Lincoln's inn fields

HIBBERT, ANN, Withington, Manchester July 8 Farrar & Co, Manchester

HIRSCHHORN, GUSTAV, Maida hill West, Gent July 24 Watson & Watson, Leadenhall st

HOOK, BENJAMIN, Brighton, Beer Retailer June 30 Buckwell, Brighton

JONES, JOHN ROWLAND, Colwyn Bay, co Denbigh, Plumber June 10 Stubbs, Colwyn Bay

LANGLEY, CHARLES, Chudleigh, Devon, Esq June 24 Langley, Chudleigh, Newton Abbot

LARCOM, Sir CHARLES, Little Testwood House, Hants, retired Lieut Col Royal Artillery July 5 Radcliffes & Co, Craven st, Charing Cross

LEDWARD, RALPH WORTHINGTON, Manchester, Doctor of Medicine June 14 Needham & Co, Manchester

LOUGHMON, CHRISTOPHER, Regent's Park rd, retired Tea Grocer July 7 Jennings, Patshull rd, Kentish Town

MACAULAY, COLMAN PATRICK LOUIS, Calcutta, Chief Secretary to the Government of Bengal July 31 Ashurst & Co, Throgmorton avenue

MAKINSON, THOMAS, Kersal, Salford Aug 27 Hewitt & Co, Manchester

MAPLES, EDWARD PALMER, Spalding, retired Timber Merchant June 30 Maples & Son, Spalding

MASON, CAROLINE AMELIA, Foskett rd, Fulham July 7 Metcalfe & Sharpe, Chancery lane

MICHELL, ANDREW, Brighton, Gent June 30 Buckwell, Brighton

MORGAN, ASA, Cardiff, Builder July 1 Morgan & Scott, Cardiff

MUNFORD, THOMAS, Crewkerne, Somerset June 28 J & W B Sparks & Blake, Crewkerne

PARMITER, JANE, Dorchester June 24 Andrews & Co, Dorchester

PATERSON, ROBERT, Liverpool, Solicitor June 25 Jones & Co, Liverpool

PRESTON, WILLIAM CONWAY, Stream House, nr Farnham, Hants, Esq June 30 Young & Co, St Mildred's ct, Poultry

RADCLIFFE, SAMUEL, Ball Greave, nr Saddleworth, Yorks, Yeoman July 12 Whitehead, Stalybridge

RISDON, FRANCES, Alexandra rd, St John's Wood June 30 Evans & Co, Gray's inn sq

ROLLINSON, SAMUEL, Chesterfield, Architect June 30 Gratton & Marsden, Chesterfield

RUSSELL, WILLIAM HENRY LEIGHTON, South gr, Highgate, Esq, B.A., F.R.S. June 30 Bennett & Co, Lincoln's inn

SAUNDERS, JOHN, Streatham hill, Gent June 24 Crosse & Sons, Lancaster pl, Strand

SCOTT, WILLIAM, Talbot rd, Bayswater, Gent June 24 Palmer & Bull, Bedford row

SHAW, WILLIAM ROBINSON, Seacombe, co Chester, Builder June 10 Wright & Co, Liverpool

STEPHENS, GEORGE NOCK, Walsall Wood, nr Walsall, Grocer July 6 Stanley & Jackson, Walsall

STOKES, MARY ANNE, Reading June 30 Brain & Brain, Reading

STOKES, SAMUEL, Reading, Gent June 30 Brain & Brain, Reading

TARRANT, HENRY, St Julian's rd, Kilburn, Clerk in Cty of Lancs Office June 30 Tilley & Son, High rd, Kilburn

TAYLOR, GEORGE FREDERICK, Well st, Hackney, Plumber July 24 Rawlings, Walbrook

TERRY, DAVID, Whitwood Mere, Featherstone, Yorks, Joiner June 22 Hugh, Castleford

UTTLEY, SUSANNA, Ashton under Lyne July 8 Darnton & Bottomley, Ashton under Lyne

WARTER, ANNETTE LOUISA DE GREY, Sidmouth, Devon June 30 Le Brasseur & Bowen, Newport, Mon

WARTER, HENRY DE GREY, Umballa, India, Colonel Royal Horse Artillery June 30 Le Brasseur & Bowen, Newport, Mon

WINDSOR, RICHARD, Child's hill, nr Hendon, Licensed Victualler June 24 Rose & Johnson, Delahay st, Westminster

WYKE, JACOB, Abergavenny, Mon, retired Chemist July 1 Jerman, Exeter

ZEALLEY, ANDREW, Thorncombe, Dorset, Farmer June 24 Forward, Axminster

London Gazette.—TUESDAY, May 31.

ARCHER, FRANCIS, Liverpool, Solicitor June 30 Thornely & Cameron, Liverpool

BARLOW, JAMES, Liverpool, Stonemason July 16 James & Smith, Liverpool

BEARDMORE, MARY OWEN, Croydon, Surrey June 30 Rivington & Son, Fenchurch bldgs

BERNARD, FRANCIS, Regent st, Chiropodist June 1 Rye & Eyre, Golden sq

BIRTWISTLE, THOMAS, Burnley, Ironmonger June 25 Nowell, Burnley

BOOTH, ANN, Whitham rd, Sheffield July 1 Clegg & Sons, Sheffield

BROOKE, ELIZA, Torquay June 24 Titley, Bath

BYRON, THOMAS, Snainton Ings, Yorks, Esq July 4 Levett & Champney, Hull

CALDER, THOMAS, Worcester, Horse Dealer June 10 Beauchamp, Worcester

CARLISLE, WILLIAM THOMAS, New sq, Lincoln's inn, Solicitor Aug 1 Carlisle & Co, New sq, Lincoln's inn

CHEVALLIER, CLEMENT, Rushmere, Suffolk, Gent June 20 Harmer & Ruddock, Gt Yarmouth

COBBY, GEORGE, Littlehampton, Sussex, Carman July 2 Holmes & Co, Littlehampton

COHEN, MARY, Vincent sq July 1 Rye & Eyre, Golden sq

COLES, JOHN HARRISON, Cambridge rd, Gunnersbury, retired Butcher July 7 Woodbridge & Sons, Serjeants' inn, Fleet st

COOKE, LADY, Charles st, Belgrave sq June 20 Lowe & Co, Temple gardens, Temple

COOMBE, WILLIAM, Addison gardens, Kensington, Master Mariner June 30 Woolley, Gt Winchester st

COX, JOHN, Emporia, Lyon County, Kansas, U S A July 14 Plumbe & Parry, Bristol

DELVES, ANN, Long Waste, Salop July 7 Lane & Clutterbuck, Birmingham
EDMONDSON, JAMES, Walton, Lancs, Farmer June 30 Forshaw & Parker, Preston
FISHER, ANN, Wealdstone July 14 Black & Fisher, New inn, Strand
FLETCHER, KATHERINE, Rivington, Lancs June 30 Thornely & Cameron, Liverpool
FREEMAN, SAMUEL, Coventry, Gent July 8 Woodcock & Co, Coventry
GLENCROSS, RACHEL, Downs rd, Clapton July 5 Layton & Co, Budge row, Cannon st
HARE, AMELIA, Argyll rd, Kensington June 23 Murray, Clement's inn
HARGRAVE, ANN GRANT, Rillbank View, Leeds July 1 Scott, Leeds
HAZLE, ROBERT, Barningham, Suffolk, Innkeeper June 23 Fowell, Hopton and Walsham le Willows
HIBBERT, GEORGE RADFORD, Leicester, Yarn Agent June 29 Stevenson & Son, Leicester
HIGGS, RICHARD WILLIAM, Hanborough, Oxon, Clerk in Holy Orders, D C L June 30 Hawkins & Co, Woodstock
HODGSON, MARTHA, Bounds Green rd, Bowes park July 1 Emanuel & Simmonds, Finsbury circus
HOOK, EDITH ANNA, Snodland, Kent June 21 Wilkinson & Son, Bloomsbury sq
HOPKINS, WILLIAM, Tygwyn, Llansamlet, Glam, Contractor July 16 Stricks & Bellingham, Swansea
JEFFKINS, GEORGE, Oatlands pk, Walton upon Thames, Gent June 25 Barraud & Co, St. Mildred's court, Poultry
LONGHURST, EDWARD, Uttoxeter, Staffs, Solicitor's Managing Clerk June 22 Cooper & Co, Uttoxeter
MACHIN, ELIZABETH, Tinkersclough, Hanley June 30 Challinors, Hanley
MACKINTOSH, JOHN, St James's sq, Gent June 30 Sanderson & Co, Queen Victoria st
MORDUE, GEORGE, Byker, Newcastle upon Tyne, Shopkeeper Aug 1 Elsdon & Dransfield, Newcastle upon Tyne
MORLEY, Sir FRANCIS BROCKMAN, Norland pl, Notting hill, K.C.B. June 30 Allen & Son, Carlisle st, Soho sq
MURRAY, CHARLES HENRY, Croydon, Surrey, Engineer July 14 Vallance & Vallance, Essex st, Strand
NAYLOR, GEORGE, Sheffield, File Forger July 23 B Wake & Co, Sheffield
NEALE, ELLEN, Stoke Charity, Hants June 28 Dowling, Winchester
PALMER, FREDERICK CHARLES, Paper bldgs, Temple, Captain in 7th Dragoon Guards June 26 Hays & Co, Abchurch lane
PARKINSON, WILLIAM, Blackburn, Herbalist June 28 Dixon & Linnell, Manchester
PEDDER, WILSON, Churchtown, Garstang, Lancs, Clerk in Holy Orders June 18 T, H, & T Dodd, Preston
PRICE, SUSANNAH, Llansamlet, nr Swansea June 30 Stephens, Cardiff
RAMSBOTTOM, GEORGE, Newchurch, Lancs June 30 Woodcock & Sons, Rawtenstall
ROBERTS, CATHERINE HARVEY, Penzance June 25 Trythall & Bodilly, Penzance
SALISBURY, ANNA ARDLIE, West Brighton June 30 Maples & Co, Frederick's place, Old Jewry
SMITH, JOSEPH, Hotwells, Clifton, Bristol, Fancy Stone Worker July 15 Cumberland, Bristol
SUTHERLAND, JOHN BENJAMIN, Newcastle upon Tyne, Licensed Victualler July 10 Hoyle & Co, Newcastle upon Tyne
SWINDELLS, PETER, Shines within Disley, co Chester, retired Colour Mixer August 1 Johnsons, Stockport
THOMPSON, DAVID, Great Grimsby, retired Auctioneer July 15 Stephenson & Mountain, Great Grimsby
WATFORD, MARY ANN, Boswell st, Liverpool July 8 Woodburn & Hulme, Liverpool
WEBB, ANNE MARIA, Upper Tulse hill July 14 Gregson, Angel ct, Throgmorton st
WESTON, JAMES, Keresley House, co Warwick, Esq July 8 Woodcock & Co, Coventry
WILLIAMS, RICHARD, Glyn Arthur, nr Denbigh, Esq July 1 Bowlings & Co, Essex st, Strand

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, June 3.

RECEIVING ORDERS.

ALDIS, OSBORNE, Clifton, Glos, Gent Bristol Pet May 17 Ord May 31
ANDERSON, CHRISTOPHER, Leeds, Barrister at Law Leeds Pet May 3 Ord May 30
BATTIN, GEORGE, Littlehampton, Sussex, Lodging House Keeper Brighton Pet May 30 Ord May 30
BROOKS, GEORGE, Leicester, Baker Leicester Pet May 30 Ord May 31
BROWN, THOMAS, South Shields, Plumber Newcastle upon Tyne Pet June 1 Ord June 1
BUCKINGHAM, FREDERICK SAMUEL, Newcastle on Tyne, Engineer Newcastle on Tyne Pet May 31 Ord May 23
BURGESS, EDWIN, High Holborn, Patent Medicine Vendor High Court Pet Apr 25 Ord May 31
BUSSEY, FRANCIS HENRY, Southsea, Pork Butcher Portsmouth Pet May 28 Ord May 28
CLARKE, WILLIAM JAMES, Donyatt, Somerset, Butcher Taunton Pet May 6 Ord May 28
CREIGH, WILLIAM BENJAMIN, Brompton rd, Managing Director of the Art Workshops, Lim High Court Pet May 10 Ord May 31
DIX, JAMES, Reading, Grocer Reading Pet May 30 Ord May 30
FRANKLIN, MIRIAM MAUD, Oxford, Widow Oxford Pet May 18 Ord June 1
GOWANLOCK, ROBERT, Poulton le Fylde, Lancs, formerly Joiner Preston Pet May 17 Ord May 31
GREEN, JOHN, Hambrook, Winterbourne, Glos, Stone Merchant Bristol Pet June 1 Ord June 1
HALL, JOHN, Cefn, Corwen, Merioneth, of no occupation Wrexham Pet May 30 Ord May 30
HATTON, DANIEL, Oldham, Herbalist Oldham Pet June 1 Ord June 1
HOLLOWAY, HENRY, Bushey, Watford, Herts, Gent St Albans Pet April 25 Ord May 28
HORN, WILLIAM HENRY, Leeds, Baker Leeds Pet May 30 Ord May 30
INGHAM, DANIEL, Holmfield, nr Halifax, Confectioner Halifax Pet June 1 Ord June 1
JAMES, SUSAN, Chepstow, Mon, Ironmonger Newport, Mon Pet May 31 Ord May 31
LUFF, GEORGE JAMES, Ramsgate, Builder Canterbury Pet May 31 Ord May 31
MCALEESE, JAMES, Barrow in Furness, Clothier Barrow in Furness Pet May 17 Ord May 31
MCMURRAY, ALFRED JAMES, Pontypridd, Glam, Postmaster Pontypridd Pet May 28 Ord May 28
NORTH, JOHN, Dartford, Kent, Draper Rochester Pet May 30 Ord May 30
PERKINS, WILFRED, Lynton, Devon, Builder Barnstaple Pet May 18 Ord May 30
REES, JOHN ALBERT, Neath, Glam, Coach Builder Neath Pet May 17 Ord June 1
RICHARDS, GEORGE, Tibshelf, Derbyshire, Joiner Derby Pet May 31 Ord May 31
ROBERTS, JAMES BOSTOCK, Badland, Old Radnor, Radnor, Farmer Leominster Pet June 1 Ord June 1
SPENCER, SYDNEY EDGAR, Finchley rd, Merchant's Clerk High Court Pet May 30 Ord May 30
STEEL, BENJAMIN, Gosford, Kidlington, Oxon, Farmer Oxford Pet May 7 Ord June 1
STEVENS, FREDERICK, East Grinstead, Sussex, Builder Tunbridge Wells Pet May 30 Ord May 30
STOKES, FREDERICK, Crystal Palace-rd, East Dulwich, Clerk High Court Pet May 30 Ord May 30
TAYLOR, WILLIAM CRADDOCK, Nottingham, Travelling Draper's Assistant Nottingham Pet June 1 Ord June 1
WARD, ALEXANDER, Barrow in Furness, Coal Dealer Barrow in Furness Pet May 30 Ord May 30
WEATHERIT, LUKE, Newcastle on Tyne, Innkeeper Newcastle on Tyne Pet June 1 Ord June 1
WILLCOCKS, WALTER H, Woburn pl, Musical Traveller High Court Pet April 5 Ord May 26
WINTLE, ALFRED, Paignton, Devon, Fish Merchant East Stonehouse Pet May 13 Ord May 31

FIRST MEETINGS.

ALDIS, OSBORNE, Clifton, Glos, Gent June 15 at 12.30 Bank chmbrs, Corn st, Bristol
ALLEN, GEORGE, Wellingborough, Shoe Manufacturer June 11 at 12.15 County Court bldgs, Northampton
BALL, THOMAS (jun), Worthing, Coal Merchant June 14 at 12 Off Rec, 4, Pavilion bldgs, Brighton
BANKS, JAMES OLDHAM, Aldershot, Building Materials Merchant June 13 at 12 Churchwards Hotel, Aldershot
BARNARD, MORRIS, Ulverston, Watchmaker June 22 at 1.30 Exchange Hotel, Nicholas st, Burnley
BREAKWELL, JOHN, Cleobury Mortimer, Salop, Carriage Builder June 10 at 2 Miller Corbet, Solicitor, Kidderminster
BROOKS, GEORGE, Leicester, Baker June 13 at 12 Off Rec, 34, Friar lane, Leicester
CARR, JOSEPH GARIBALDI, Darlington, Grocer June 15 at 3 Off Rec, 8, Albert rd, Middlesborough
CLARKE, WILLIAM JAMES, Donyatt, Somerset, Butcher June 11 at 12 Off Rec, 5a, Hammet st, Taunton
CRABTREE, WILLIAM, Horton, Bradford, Builder June 13 at 11 Off Rec, 31, Manor rd, Bradford
EDWARDS, WILLIAM, Penarth, Glam, Commission Agent June 13 at 12 Off Rec, 29, Queen st, Cardiff
FOGHILL, FREDERICK JOHN, South Lambeth rd, Vauxhall, Public house Broker June 14 at 2.30 Bankruptcy bldgs, Carey st
FORTE, WILLIAM, Ripon, Yorks, Boot Maker June 13 at 12 Court house, Northallerton
GREEN, JOHN, Hambrook, Winterbourne, Glos, Stone Merchant June 15 at 1 Bank chmbrs, Corn st, Bristol
GRAHAM, JOSEPH, Gateshead, Gas Foreman June 13 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
GRIFFITHS, WILLIAM LAWRENCE, Wolverhampton, late Grocer June 27 at 12 Off Rec, Wolverhampton
HARRISON, JOHN, Accrington, Labourer June 29 at 2 County Court house, Blackburn
HARTZHORNE, HELENA SOPHIA, High rd, Chiswick, Pianoforte Dealer June 10 at 11 Bankruptcy bldgs, Carey st
HUMPHREYS, CHARLES, Paternoster row, Second hand Bookseller June 10 at 1 Bankruptcy bldgs, Carey st
IMESON, JOSEPH, Richmond, Yorks, Farmer June 13 at 12 Court house, Northallerton
INGHAM, DANIEL, Holmfield, nr Halifax, Confectioner June 14 at 11 Off Rec, Halifax
ISAACS, THOMAS, Bridgend, Glam, Mason June 14 at 10 Off Rec, 29, Queen st, Cardiff
ISLES, HENRY, Faccombe, Hants, Farmer June 10 at 3.45 Star Hotel, Andover
JOHNSON, WILLIAM CHRISTOPHER, Victoria Park sq, Bethnal Green, Cabinet Manufacturer June 14 at 12 Bankruptcy bldgs, Carey st
KINCAID, ROBERT, and WILLIAM HORNE, Barrow in Furness, Tinplate Workers June 15 at 10.30 16, Cornwallis st, Barrow in Furness
KNOWLES, WALTER, Dewsbury, Mason June 10 at 3 Off Rec, Bank chmbrs, Batley
LIVESEY, LIONEL WILLIAM, New rd, Battersea, Cab Proprietor June 14 at 12 Bankruptcy bldgs, Carey st
MCALEESE, JAMES, Barrow in Furness, Clothier June 15 at 11 16, Cornwallis st, Barrow in Furness
MELLING, THOMAS, Birkdale, Lancs, out of business June 16 at 3 Off Rec, 35, Victoria st, Liverpool
MELLOR, JOHN THOMAS, Liverpool, Milk Dealer June 13 at 12 Off Rec, 35, Victoria st, Liverpool
NEWELL, GEORGE, Market pl, Southall, Grocer June 10 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
NORTH, JOHN, Dartford, Kent, Draper June 13 at 11.30 Off Rec, Rochester
PARRY, J J, Cardiff, Paper Dealer June 13 at 3 Off Rec, 29, Queen st, Cardiff
PATTISON, ARTHUR GEORGE, Leyburn, Yorks, Tobacconist June 13 at 12 Court house, Northallerton
PAUL, GEORGE EDWARD, Commercial rd East, Cab Proprietor June 14 at 2.30 Bankruptcy bldgs, Carey st
PEARSON, JAMES, Haslingden, Lancs, Yarn Agent June 29 at 2.30 County Court house, Blackburn
PERCIVAL, THOMAS, Grinton, Yorks, Innkeeper June 13 at 12 Court house, Northallerton
PROPHETT, JOHN HENRY, Sedgley, Staffs, Grocer June 10 at 10.30 Off Rec, Dudley
RICHARDS, GEORGE, Tibshelf, Derbyshire, Joiner June 10 at 2 Off Rec, St James's chmbrs, Derby
SPENCER, HUGH, Preston, late Innkeeper June 24 at 2 Off Rec, 14, Chapel st, Preston
STABLER, FREDERICK, Whitby, Grocer June 15 at 3 Off Rec, 8, Albert rd, Middlesborough
STANLEY, JOHN, late of Wolverhampton, Grocer June 27 at 11.30 Off Rec, Wolverhampton
THOMAS, ISAAC, Llanboidy, Carmarthenshire, Builder June 11 at 11 Off Rec, 11, Quay st, Carmarthen
THOMAS, WILLIAM ROACH, Cardiff June 10 at 12 Off Rec, 29, Queen st, Cardiff
TOPHAM, ROBERT EDWARD, Manchester, Hat Trimming Manufacturer June 15 at 3.30 Ogden's chmbrs, Bridge st, Manchester
WARD, ALEXANDER, Barrow in Furness, Coal Dealer June 15 at 11.30 16, Cornwallis st, Barrow in Furness
WELFORD, CHARLES, West Hartlepool, Dairyman June 10 at 2 25, John st, Sunderland
WERNER, EMILE, Carter lane, Manufacturer's Agent June 15 at 2.30 Bankruptcy bldgs, Carey st
WILLIAMS, ALFRED ELKANAH, Darlington, late County court Bailiff June 15 at 3 Off Rec, 8, Albert rd, Middlesborough
WILLIAMS, LEVI ARTHUR, Langley, nr Oldbury, Worcs, Builder June 10 at 10.15 Off Rec, Dudley
WILLIAMSON, GEORGE BELL, Victoria st, Westminster, Financial Agent June 15 at 12 Bankruptcy bldgs, Carey st
WOODHALL, GEORGE, Whitchurch, Salop, Builder June 24 at 11 Royal Hotel, Crewe
WYLIE, ALEXANDER COGHILL, St Edmund's ter, Primrose Hill, Barrister at Law June 13 at 12 Bankruptcy bldgs, Carey st
ZIMMERMAN, WILLIAM, late of Manchester, Jeweller June 15 at 3 Ogden's chmbrs, Bridge st, Manchester

ADJUDICATIONS.

BATTIN, GEORGE, Littlehampton, Sussex, Lodging House Keeper Brighton Pet May 30 Ord May 30
BINTCLIFFE, THOMAS WARING, Horseshoe yard, Brook st, Hanover sq, Builder High Court Pet May 23 Ord May 31
BROOKS, GEORGE, Leicester, Baker Leicester Pet May 30 Ord May 31
BROWN, THOMAS, South Shields, Plumber Newcastle on Tyne Pet June 1 Ord June 1
BUCKINGHAM, FREDERICK SAMUEL, Newcastle on Tyne, Engineer Newcastle on Tyne Pet May 31 Ord May 31
BUSSEY, FRANCIS HENRY, Southsea, Pork Butcher Portsmouth Pet May 28 Ord May 28
CHILDS, JOSEPH, and GEORGE HUTCHINGS SEGAR, Cale st, Chelsea, Zinc Workers High Court Pet May 4 Ord May 31
CLARKE, WILLIAM JAMES, Donyatt, Somerset, Butcher Taunton Pet May 6 Ord May 31
GOWANLOCK, ROBERT, Poulton le Fylde, Lancs, formerly Joiner Preston Pet May 17 Ord June 1
HALL, JOHN, Cefn Corwen, Merioneth, no Occupation Wrexham Pet May 30 Ord May 30
HALL, JOSEPH, South Binn, Heathfield, Sussex, Labourer Tunbridge Wells Pet May 7 Ord June 1
HINKS, JAMES, Birmingham, General Dealer in Live Stock Birmingham Pet May 28 Ord May 31
HORN, WILLIAM HENRY, Leeds, Baker Leeds Pet May 30 Ord May 30
HUMPHREYS, CHARLES, Paternoster row, Secondhand Bookseller High Court Pet May 26 Ord May 31
HUTCHINGS, WILLIAM ERNEST, Winton, nr Bournemouth, Ironmonger Poole Pet May 2 Ord May 30
INGHAM, DANIEL, Homefield, nr Halifax, Confectioner Halifax Pet June 1 Ord June 1
JAMES, SUSAN, Chepstow, Mon, Ironmonger Newport, Mon Pet May 31 Ord May 31
KNOWLES, WALTER, Dewsbury, Mason Dewsbury Pet May 24 Ord May 27
LIDINGTON, WILLIAM, Bristol, Grocer Bristol Pet May 6 Ord May 30
LIVESEY, LIONEL WILLIAM, New rd, Battersea, Cab Proprietor High Court Pet May 26 Ord May 31
MCALEESE, JAMES, Barrow in Furness, Clothier Barrow in Furness Pet May 17 Ord May 31
MCGREGOR, ALEXANDER, Stockton on Tees, Ironmonger Stockton on Tees Pet May 12 Ord May 28
MCMURRAY, ALFRED JAMES, Pontypridd, Glam, Postmaster Pontypridd Pet May 28 Ord May 28
MELLING, THOMAS, Birkdale, Lancs, out of business Liverpool Pet April 28 Ord June 1
MINNS, ARTHUR WARDEN, and ARTHUR JAMES JEFFERY, Eastbourne, Coachbuilders Eastbourne Pet May 3 Ord June 1
OXBORROW, CHARLES EDWARD, Grundisburgh, Suffolk, Gamekeeper Ipswich Pet May 24 Ord May 24
PAUL, GEORGE EDWARD, Hungerford st, Commercial rd East, Cab Proprietor High Court Pet May 26 Ord May 31
PETTIT, ROBERT, Bury St. Edmunds, Florist Bury St. Edmunds Pet May 16 Ord May 31
QUELCH, FREDERICK WILLIAM, Broadstairs, Kent, Carriage Builder Canterbury Pet May 9 Ord May 28
RAYMOND, WILLIAM THOMAS, Garden ct, Temple, Barrister-at-Law High Court Pet Aug 24, 1891 Ord May 30
READ, PAUL, Kinson, nr Parkstone, Dorset, Dairy Farmer Poole Pet May 21 Ord May 31

RICHARDS, GEORGE, Tibshelf, Derbyshire, Joiner Derby Pet May 31 Ord May 31
SPENCER, SYDNEY EDGAR, Finchley rd, Merchant's Clerk High Court Pet May 30 Ord May 30
STEEL, LOUISA FRANCES, Leeds, Boot Manufacturer Leeds Pet May 30 Ord May 30
TAYLOR, WILLIAM CRADDOCK, Nottingham, Travelling Draper's Assistant Nottingham Pet June 1 Ord June 1
WARD, ALEXANDER, Barrow-in-Furness, Coal Dealer Barrow-in Furness Pet May 30 Ord May 30
WEATHERIT, LUKE, Newcastle-on-Tyne, Innkeeper Newcastle-on-Tyne Pet June 1 Ord June 1
WELLSTEED, GEORGE, Stamshaw, Hants, Hire Carter Portsmouth Pet May 25 Ord May 28

London Gazette—TUESDAY, June 7.

RECEIVING ORDERS.

ARNULL, ROBERT HARLOCK, Newmarket, Grocer Cambridge Pet June 2 Ord June 2
BITHELL, WILLIAM, Borthyn, Ruthin, Denbighshire, Grocer Wrexham Pet June 2 Ord June 2
BRADSHAW, HENRY, Offchurch, Warwickshire, Farmer Warwick Pet June 2 Ord June 2
BROOK, ARTHUR ALEXANDER, CYRUS BARKER BROOK, and EDGAR DRIGHTON BROOK, Bradford, Stuff Manufacturers Bradford Pet June 3 Ord June 3
BURN, WILLIAM, Brompton, nr Northallerton, late Innkeeper Northallerton Pet June 1 Ord June 1
BURNETT, THOMAS, Spennymoor, Hatter Durham Pet May 20 Ord June 3
DAVIES, FREDERICK, Prescot, Lancs, late Boot Dealer Liverpool Pet May 21 Ord June 3
JONES, CHARLES, Welshpool, Montgomery, Solicitor Newtown Pet June 2 Ord June 2
MCEVOY, HUGH, Liverpool, Printer Liverpool Pet June 2 Ord June 2
NUNNS, SAMUEL, Birkenshaw, Yorks, Engineer Dewsbury Pet June 2 Ord June 2
PEW, EDWARD, and FREDERICK CHARLES ROBERTS, Egham, Surrey, Vinegar Brewers Kingston Pet May 17 Ord June 3
PRESTON, GRACE, Barton on Humber, Spinster Gt Grimsby Pet April 13 Ord June 1
RANSHAW, DAVID, Hameringham, Lincs, Farmer Lincoln Pet June 3 Ord June 3
ROBINSON, JOHN SHAKESPEARE, York, Vocalist York Pet June 1 Ord June 1
SLACK, JOHN, Stockport, Corn Factor Stockport Pet June 3 Ord June 3
VINCENT, JAMES, Tisbury, Wilts, Baker Salisbury Pet June 3 Ord June 3
WARD, MARY, Cheniston grdns, Marloes rd, Kensington, Widow High Court Pet May 13 Ord June 2
WHITTY, HENRY, Manbey grove, Stratford, Builder High Court Pet June 2 Ord June 2

FIRST MEETINGS.

AMESS, THOMAS JAMES, Canterbury, Wholesale Dealer June 17 at 9 Off Rec, 5, Castle st, Canterbury
ARNULL, ROBERT HARLOCK, Newmarket, Grocer June 17 at 12 Off Rec, 5, Petty Cury, Cambridge
BAILEY, OCTAVIUS, Beckenham, Kent, Manager to a Fruiterer June 16 at 11.30 24, Railway app, London Bridge
BRADSHAW, HENRY, Offchurch, Warwickshire, Farmer June 14 at 11 Off Rec, 17, Hertford st, Coventry
BURGESS, EDWIN, late of High Holborn, Patent Medicine Vendor June 16 at 12 Bankruptcy bldgs, Carey st
COTTON, B T, Folkestone, Gent June 17 at 12.30 Off Rec, 5, Castle st, Canterbury
HAMILTON, JOHN KENNETH, Levenshulme, Lancs, Provision Dealer June 15 at 2.30 Ogden's chmbrs, Bridge st, Manchester
HARMER, WILLIAM, Southborough, Kent, Surveyor June 15 at 2.30 Spencer & Hother, Auctioneers, Mount Pleasant, Tunbridge Wells
HARRISS, ROBERT ORME, City rd, Corn Merchant June 15 at 11 Bankruptcy bldgs, Carey st
HOEN, WILLIAM HENRY, Leeds, Baker June 15 at 11 Off Rec, 22, Park row, Leeds
JAMES, SUSAN, Chepstow, Mon, Ironmonger June 14 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
JENNINGS, OLIVER, Charlwood, Surrey, Miller June 14 at 11.30 24, Railway app, London Bridge
LLOYD, EDWARD, Llangar, Merioneth, Farmer June 16 at 11.45 Crypt chmbrs, Chester
LUFF, GEORGE JAMES, Ramsgate, Builder June 17 at 9.30 Off Rec, 5, Castle st, Canterbury
PATTISON, THOMAS SEPTIMUS, Horley, Surrey, Paper Salesman June 15 at 11.30 24, Railway app, London Bridge
ROBERTS, DAVID, and OWEN ROBERTS, Ruthin, Denbighshire, Timber Merchants June 16 at 1 Crypt chmbrs, Chester
ROBINSON, JOHN SHAKESPEARE, York, Vocalist June 15 at 11.30 Off Rec, Stonegate, York
WING, ALFRED, Sheffield, Commercial Traveller June 15 at 11 Off Rec, Figtree lane, Sheffield
WINTON, FRANCES STUART, Birkenhead, Sweet Dealer June 16 at 2.30 Off Rec, 35, Victoria st, Liverpool

ADJUDICATIONS.

ARNULL, ROBERT HARLOCK, Newmarket, *Grocer* Cambridge Pet June 2 Ord June 2
BITHELL, WILLIAM, Borthyn, Ruthin, Denbighshire, *Grocer* Wrexham Pet June 2 Ord June 2
BRADSHAW, HENRY, Offchurch, Warwickshire, *Farmer* Warwick Pet June 2 Ord June 2
BURN, WILLIAM, Brompton, nr Northallerton, late Innkeeper Northallerton Pet June 1 Ord June 1
CRABTREE, WILLIAM, Horton, Bradford, Builder Bradford Pet May 26 Ord June 2
GIFFORD, EDGAR BERKELEY, Chipping Sodbury, Glos, Gent Bristol Pet May 4 Ord June 2
HARMER, WILLIAM, Southborough, Kent Surveyor Tunbridge Wells Pet May 24 Ord June 2
HATTON, DANIEL, Oldham, Herbalist Oldham Pet June 1 Ord June 2
MARTIN, HARRY, Cleveland st, Euston rd, Licensed Victualler High Court Pet May 11 Ord June 2
MATHER, EDWIN ERNEST, Middleton by Youlgreave, Derbyshire, Gent Derby Pet May 18 Ord June 3
MORRIS, E, late New Bond st, no occupation High Court Pet Mar 11 Ord June 1
NUNNS, SAMUEL, Birkenshaw, Yorks, Engineer Dewsbury Pet June 2 Ord June 2
PRICKETT, ANNA MARIA, Boundary rd, St John's Wood, Widow High Court Pet Mar 11 Ord June 1
PROPHETT, JOHN HENRY, Sedgley, Staffs, Grocer Dudley Pet May 23 Ord May 26
RANSHAW, DAVID, Hameringham, Lincs, Farmer Lincoln Pet June 3 Ord June 3
SLACK, JOHN, Stockport, Corn Factor Stockport Pet June 3 Ord June 3
STANLEY, JOHN, late of Wolverhampton, Grocer Wolverhampton Pet May 5 Ord June 3
VINCENT, JAMES, Tisbury, Wilts, Baker Salisbury Pet June 2 Ord June 3
WELFORD, CHARLES, West Hartlepool, Dairyman Sunderland Pet May 27 Ord June 1
WHITTY, HENRY, Manbey grove, Stratford, Builder High Court Pet June 2 Ord June 2

SALES OF ENSUING WEEK.

June 13.—Messrs. BAKER & SONS, at the Welsh Harp Hotel, Hendon, at 7 for 8 o'clock, Freehold Building Land (see advertisement, May 28, p. 5).
June 14.—Messrs. DRIVER & Co., at the Mart, E.C., at 2 o'clock, Freehold Residential and Building Estate (see advertisement, May 28, p. 6).
June 15.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 and 2.30 o'clock, Freehold Investments, also Law Life and Law Fire Insurance Shares (see advertisements, May 28, p. 4).
June 15.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2.30 o'clock, Law Life and Law Fire Insurance Office Shares (see advertisements, this week, p. 564).
June 15.—ALFD. RICHARDS, Esq., at the Hall, Holcombe-road, Tottenham, Freehold Investments (see advertisement, this week, p. 564).
June 16.—Messrs. HUMBERT, SON, & FLINT, at the Mart, E.C., at 2 o'clock, Freehold Residential and Sporting Estate (see advertisement, May 28, p. 6).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.